

CONTRACT PERIOD THROUGH SEPTEMBER 30, 2006

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ELECTRONIC DOCUMENT MANAGEMENT SYSTEM**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **September 24, 2001**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CS/mm
Attach

Copy to: Clerk of the Board
Mark Jensen, Clerk of Superior Court
Monica Mendoza, Materials Management

Electronic Document Management System

1.0 INTENT:

1.1 Purpose

The Maricopa Clerk of Superior Court (COSC) intends to implement an Electronic Document Management System (EDMS), including workflow, to manage the Superior Court legal files, marriage licenses, adult probation archival records and selected administrative files. Implementation of the entire system will be conducted in Phases over several years.

With this RFP, the Maricopa COSC intends to contract with a single Contractor to provide hardware, software and integration services to deliver a turn-key implementation of Phase I only. All Contractor deliverables, which are described in Table 7 of this RFP, must be completed in accordance with the project timetable in section 2.6 below.

The awarded Contractor is required to make all EDMS software available for any Maricopa County government agency to purchase at the same price and under the same terms as proposed in Contractor's proposal for a two year period. The County also reserves the right to procure the specified hardware from alternate sources.

1.2 Implementation Phases

The overall purpose(s) of implementing the EDMS system are:

- To dramatically reduce the records storage space required to house Superior Court legal files and selected COSC administrative files.
- To make legal case documents available in electronic form within 1-3 days of filing.
- To eliminate the need to move paper case files.
- To eliminate loss of documents.
- To make documents and files available to multiple users simultaneously.
- To store and route documents electronically eliminating paper file management tasks.
- To reduce the labor required to process documents in the Clerk's Office.

The following are the planned phases of the EDMS implementation. **THIS RFP COVERS PHASE 1 ONLY. OVERVIEWS OF OTHER PHASES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.**

1.2.1 Phase I: Establish EDMS in the Clerk of the Superior Court

- Install, test and begin operations of the EDMS in all COSC locations for document input (scanning), printing, viewing, and routing of documents within COSC.
- Develop security/access and implement restrictions for access to documents that account for Phase I users and expected user groups for later phases (judicial officers, Superior Court staff, the public, government agencies, the Bar and others).
- Develop workflow routing within the COSC for all legal documents and selected administrative documents.
- Integrate images with ACS and JOLTS (case management systems) for docketing, retrieval and viewing within COSC.
- Integrate images with the Marriage License system for retrieval, viewing and printing.
- Develop retrieval, viewing and printing capabilities for adult probation and personnel files (no integration with LOB application)
- Develop a retrieval and printing module for document access by the public to be used at all public records areas of the COSC (on-site use ONLY).
- Develop a high-volume printing capability for COSC internal use.
- Import marriage licenses (images) from cache to EDMS repository
- Import Probate documents (images) from cache to new EDMS repository
- Train COSC users and technical staff to operate the system, perform maintenance and troubleshooting tasks, develop workflows and other tasks necessary to maintain and operate the EDMS system.

1.2.2 **Phase II: Superior Court Support (NOT included in the scope of work for this RFP)**

- Provide access to the repository for viewing and printing to the Superior Court judicial officers and staff and Court Administration users.
- Develop workflow routing between COSC and Superior Court/Court Administration and within the Court and Court Administration
- Implement OCR capabilities for selected case files.
- Develop and implement judicial applications for chambers and courtrooms
- Begin integration of the EDMS and the ICJIS Integration Engine (Message Broker) System.
- Develop and implement electronic filing for documents without signatures produced internally.
- Provide training to users and technical staff to prepare them to operate and maintain the enhancements implemented during this phase.

1.2.3 **Phase III: External Access by the Public, the Bar and other government agencies (NOT included in the scope of work for this RFP)**

- Develop and implement Internet access for external users to search for, view, print and download documents.
- Continue integration of the EDMS and the ICJIS Integration Engine (Message Broker) System.
- Integrate EDMS with new Case Management System (ACS replacement system).
- Implement COSC's telecommuter program with workflow and document access from home offices and other locations throughout the County.
- Provide training to users and technical staff to prepare them to operate and maintain the enhancements implemented during this phase.

1.2.4 **Phase IV: Electronic Filing (NOT included in the scope of work for this RFP)**

- Develop and implement an electronic filings system for use by litigants and attorneys.
- Develop a application to assemble an electronic record of an appeals case
- Develop and implement an archiving strategy.
- Provide training to users and technical staff to prepare them to operate and maintain the enhancements implemented during this phase.

2.0 **SCOPE OF WORK:**

2.1 **Overview of COSC**

2.1.1 **Organization**

The Office of the Clerk of Superior Court (COSC) is within the Judicial Branch of Maricopa County whose statutory duties include fiscal management for the Court and custodial responsibility for Superior Court records. The Clerk of Superior Court is an elected official and has approximately 629 employee positions (559 filled positions) and is organized into four divisions -- each headed by an Associate Clerk who reports to the Clerk of the Court. (See Org Chart below)

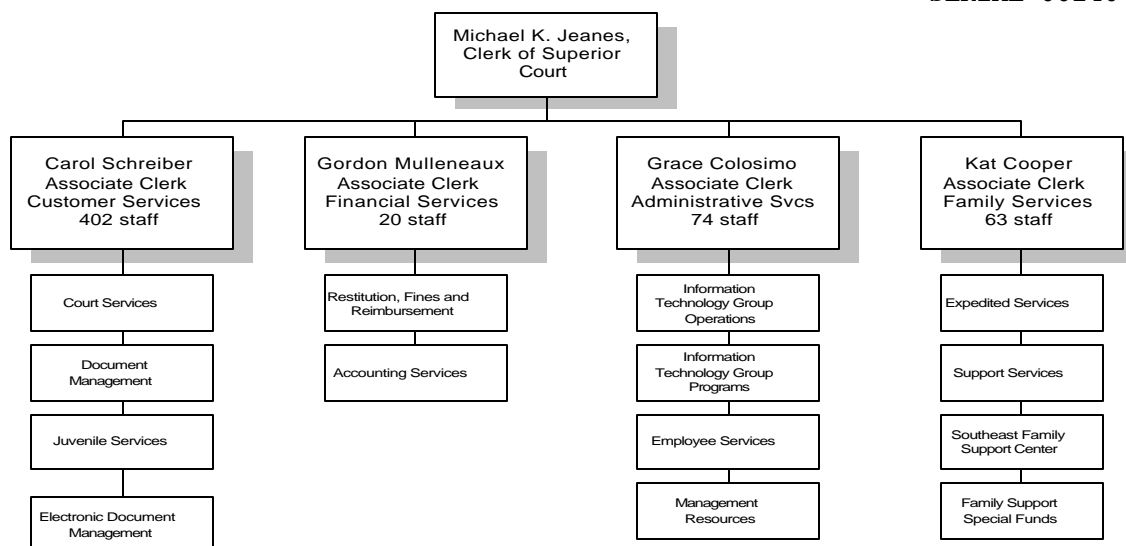


Figure 1: Clerk of Superior Court Organization

The Customer Services Division provides courtroom clerks to support over 100 Superior Court judicial officers in the courtroom; processes superior court cases from initiation and fee collection through archiving; processes appeals and exhibits; issues marriage licenses and passport applications; files documents; and serves internal and external customers. This division also records (dockets) pleadings, documents Court actions and disseminates Court orders.

The Family Support Center provides services for the public by assisting with the establishment and enforcement of child support and visitation orders, modification of these orders and research related to maintenance of non-IV-D child support payments.

The Financial Services Division is responsible for collection and disbursement of filing and other fees, bonds, restitution, fines and reimbursement ordered by the Court.

Administrative Services provides internal support to the office. This division provides technology support, human resources, training, budgeting and auditing, facilities management, procurement and mailing services.

2.1.2 Locations and Staffing

As of June, 2001 the Clerk's Office will have operations at six (6) locations within the County with case files being kept at all locations. The six locations are staffed, as shown in the Table 1.

Table 1: Distribution of Staff Across COSC Locations

Functional Area	Locations					TOTAL
	CCC & OCH	SEA	J-SEA	J-DUR	CSC	
Admin. Services	74					74
Financial Services	20					20
Family Services	54	9				63
Customer Services	263	59	20	29	31	402
TOTAL	411	68	20	29	31	559

- Central Court Complex (CCC):** 3 floors at 201 W. Jefferson, Phoenix and space in East and West Court Buildings. All case types except Juvenile are handled at CCC for most of the geographical area of the county.

- **Old Courthouse:** The Old Courthouse (OCH) is located directly across Jefferson Street from the CCC. **Probate** filing counter, imaging and docketing, the Probate file room, and public windows for marriage license and passport services are located here.
- **Southeast Adult Facility:** The Southeast Adult Facility (SEA) is located in Mesa about 18 miles from the CCC. Adult criminal and civil cases as well as some probate matters are heard at SEA.
- **Juvenile Durango Facility:** This office is located on Durango Street in Phoenix, about 6 miles from the CCC. The complex houses the Juvenile Clerk's Office, the Juvenile Court and Court Administration, the Juvenile Probation Department and Juvenile Detention facilities.
- **Juvenile Southeast Facility:** The Juvenile Southeast Facility is also located in Mesa directly across the street from the Southeast Adult Facility. The Clerk's Office provides a full service operation at this facility. Juvenile delinquency and dependency cases from the southeastern area of the county are referred to this location.
- **New Customer Service Center:** The new Customer Service Center (CSC) is being built now and will be **open** in early June 2001. All records from the CCC, RMC and 3rd Street Facility will be consolidated in this facility, which is located several blocks from the CCC. The CSC will house the microfilm operation (for as long as it continues), inactive records for all locations, active records for CCC and some less active records overflow from other facilities. The Clerk's IT group will also move to this location, which will house the computer room. The EDMS equipment will be housed here.

2.1.3 Records

Documents to be imaged and available for retrieval from the EDMS generally have the following characteristics:

- **Size:** primarily 8-1/2" x 11", some older files may be legal size (controlled by court rules).
- **Color:** mostly white bond paper, although minute entries generated by the Court and Clerk's Office are on light pink paper. The EDMS does not need to capture the paper color.
- **Page:** Single-sided with a few duplex pages.
- **Format:** Mostly black-on-white printing (word processing), freeform text; some forms; some handwritten pleadings using ink (blue or black ink required by court rules) or possibly pencil; pleadings may contain graphics, black and white photographs, charts, tables. Documents may be originals, faxes, or copies. Color capture is not required.
- **Legibility:** Generally excellent. Current plan is to retain all originals until user population is accepting of electronic documents.
- **Storage:** Documents are stapled in upper-left corner, stored in file jackets and affixed to the file through 2-holed fastener at top of page. Jackets are side tabbed, color-coded and are stored on open shelving at each location.
- **Identification:** No bar codes or other machine-readable identification except marriage licenses -- which have bar coded marriage license numbers with interleaved 3 of 9 bar codes.
- **Condition:** Generally very good -- some pages may have wear and tear from use or be folded/curled.
- **Special features:** Some embossed seals need to be visible after scanning.
- **Document length:** Average is approximately 2.9 pages. Varies from 1-2 pages (common) to 1000+ pages (rare).
- **Paper Weight:** mostly 20 to 24 lbs.

The following types of records will be stored in the EDMS repository:

Table 2: Records to be Imaged

Case Type	Incoming Documents	Incoming Pages Per Year	Existing Files	Pages to be Back Scanned
Criminal	Beginning 1/2/2002	1,614,520	1994 to 2001	12,148,929 one-time
Domestic Relations	Beginning 1/2/2002	1,978,860	1994 to 2001	12,565,951 one-time
Probate & Mental Health	Beginning 1/2/2002	499,968	1994 to 1997	1,895,263 one-time
Civil	Beginning 1/2/2002	1,197,890	No back scanning	N/A
Juvenile Delinquency & Dependency	Beginning 1/2/2002	714,005	1) Scan existing file when new petition filed 2) Scan all active Adoptions, Severance and Adoption Certificates	1) 549,250 per year 2) 373,250 one-time
Various (Tax, TJ)	Beginning 1/2/2002	257,950	No back scanning	N/A
Personnel Files	Beginning Fall 2000	7,600	Current employees and employees terminated in past 5 years	122,400 one-time
Marriage Licenses	Beginning Fall 2000	50,000	1979 to 2000	1,470,000 convert from microfilm to image
Adult Probation	No scanning of incoming documents	N/A	1) Scan existing files for probationers terminated since 1995 2) Scan terminated case files each year	1) 90,000 one-time 2) 24,000 pages per year

2.1.4 Clerk's Office Business Functions

The Clerk's Office maintains the legal files associated with Superior Court cases, marriage licenses and various internal administrative records. The Clerk's office fulfills its responsibilities by:

- *Receiving and filing initiating and subsequent legal documents from local, state and federal government agencies, the general public and attorneys.*

Documents are received in numerous ways. They are either filed in person with a clerk in a courtroom, placed in baskets and/or other receptacles designated for receiving documents, left with clerks at filing counters, submitted by mail, or created by judicial officers, courtroom clerks, court administration or the Clerk's office.

- *Maintaining an index of parties on each case, entering filed documents and major events in a docket, opening and maintaining court files.*

Documents are reviewed to see if they meet certain criteria. If the criteria are met and applicable fees (if any) paid, the documents are time and file stamped.

Initiating documents are those that start a new case. After they are time and file stamped, and a case number assigned, the Clerk's office indexes each party in the ACS docket system. Docket codes are

used to enter filed documents and major events in the automated system and the documents are then routed to the File Room. The File Room prepares a case file jacket, inserts the documents in the file and stores the file on a shelf.

- *Receiving and filing pretrial documents.*

Subsequent documents are received after the case is opened. All go through the same process mentioned above, i.e., they are checked for conformity to predetermined criteria, time and file stamped, entered in the automated system and filed in the case file.

The calendaring function is handled either by Superior Court Administration (for Commissioners) or Judicial Assistants (for their individual departments). Sometimes documents are routed to the Court for completion of their duties only after the Clerk's office has completed their processing first. Other times, documents are sent first to the Court for processing and then routed to the Clerk's office.

- *Providing clerical support at hearings and trials*

The Clerk's office provides courtroom clerks for each judicial officer when court is in session. The courtroom clerk takes minutes of the proceedings (this is in addition to court reporters that are employed by Superior Court and take verbatim notes). The clerk's minutes are prepared in MEEDS, distributed to interested parties electronically in criminal cases and manually in civil, and then inserted in the case file.

In addition to preparing minutes for court sessions, minutes are also created by staff in both Superior Court and the Clerk's office for judicial orders and other purposes.

- *Receiving and maintaining exhibits*

During a trial or hearing, parties might submit exhibits in the form of documents, pictures, charts, and a multitude of items in varying sizes and shapes. The courtroom clerk is responsible for receiving, properly identifying, and maintaining a list and safekeeping the exhibits. When the trial is over, the exhibits are stored in a secured room maintained by the Clerk's office. **Exhibits will not be stored in the EDM system during Phase I.**

- *Preparing administrative documents that will close a case*

When a judicial decision is made and the case is finished, the Clerk's office must often prepare finalizing documents. In criminal cases, various reports are sent to the State of Arizona. In civil cases, a notice of entry of judgment must be sent to all parties.

- *Receiving and filing post trial documents and appeals*

In most cases after a judicial decision, the law permits the parties to appeal or otherwise seek further redress. These documents are time stamped and filed, routed as necessary for further processing, or appeals are prepared for transmittal to the Arizona State Court of Appeals.

The Superior Court is the appellate court for appeals filed from a judgment in a limited jurisdiction court. In these instances, the appeal generates a new case number and the documents are processed the same as for initiating documents.

- *Maintaining an historical record*

The Clerk's office is the "custodian of the record" and as such must have available for copying and viewing all cases and documents filed with the court unless those cases are sealed or confidential or the files have been purged or destroyed pursuant an approved records retention schedule. Arizona Supreme Court Administrative Orders define the type of records to be retained, the format, and the retention period.

2.1.5 Current IT Environment and Application Systems

The Maricopa County Telecommunications Group (MCT) maintains a wide area network for all County agencies that connects all Clerk's Office locations and local area networks within each building. These networks are undergoing some upgrades to provide better service for EDMS applications and most of these improvements during the timeframe of Phase I involve LANs. Existing category 3 wiring will be replaced with category 5e cable and existing network hubs will be upgraded to switches. In future years, eventually some redundant capabilities will be built into the WAN. With the current load, the WAN is capable of providing excellent support for the Clerk's planned EDMS application. **(See EDMS Master Plan for the Maricopa Clerk of Superior Court, Appendix 7: Network Assessment and Appendix 8: Bandwidth Estimates. This file may be downloaded at: www.maricopa.gov/materials/advbd/advdb.html).**

The Clerk of Superior Court and the Superior Court use the same case management system called Automated Court System (ACS), a character-based application programmed in COBOL using the IDS2 hierarchical DBMS. Built in the mid 1980's, ACS runs on a Bull 9000 mainframe which operates on the GCOS 8 O/S maintained by the Superior Court Administration's Judicial Information Systems Division. The Clerk's Office initiates civil, criminal, domestic relations and probate cases on ACS, assigns new case numbers, and docketed all pleadings in the electronic register of actions. (Docketing is the process of entering information about each document in an historical list maintained for each case). Docket information includes case number, docket code (document type), filing party (code), and date filed. This system must be integrated with the EDMS.

The Juvenile Court and Clerk's Office both use JOLTS, the Juvenile On-line Tracking System -- a character-based application written in COBOL that operates on an IBM AS 400, model 720, using the DB400 DBMS. JOLTS is a delinquency and dependency case management system and also provides support for the juvenile detention and probation functions. External agencies who use this system include the Juvenile Bureau of the County Attorney's Office, the Attorney General's Office, Child Protective Services, Juvenile Court Administration, the Juvenile Bureau of the Public Defender and other agencies. Additionally, JOLTS combines some document creation (Text 38) and on-line access functions as well as some workflow capabilities developed in-house, but the electronic documents stored on the system are used for reference -- **not** as the official court legal file. **For Phase I EDMS implementation, hard copy documents will be scanned into the system and linked to the docket as the official documents.** Later Phases outside the scope of this initial RFP will capture some documents created on-line and through electronic filing. Document capture during Phase I is restricted to scanning hard copy documents and importing image files (one-time) from the current Probate and marriage license repositories. This system must be interfaced to the EDMS.

Since December 1, 1997 the Clerk's Office has operated a pilot electronic document management system in the Probate Department using PaperClip software. COSC staff scans all incoming documents into the imaging system where they are stored electronically in a document repository. The pleadings are docketed on ACS (data entry) and the documents are linked (via "screen scraping" performed by GLINK scripts -- a terminal emulation product of Gallagher and Robertson) to the docket for later retrieval and viewing by staff, judges, commissioners and members of the public (from all public records areas of the Clerk's Office). The system runs on an NT server with 328 MB memory, a Plasmon optical jukebox (**model M156**) with 6 drives and 78 slots using 5.2 GB platters. The server is connected to the network via a 100MB adapter. The PaperClip system will be discontinued and replaced by the new EDMS solution. **It is highly desirable for the existing Plasmon optical jukebox to be re-used in the proposed EDMS unless it conflicts with the Contractor's recommended architecture.**

The Marriage License System keeps track of the marriage license applications, affidavits, returned licenses and receipt/ fee payments. This system is used to print an abstract of the marriage license when requested and currently has approximately 30 users. It is written in Visual Interdev, a web-based language using Active-X components and the MS SQL 7 DBMS. The system runs on dual Dell 6450 servers (a main and web server) using MS SQL Server. This system must be interfaced to the EDMS for indexing and retrieval of marriage license records.

The COSC currently uses Internet Explorer V 5.5, MS Exchange 5.5, MS Outlook 97 and is planning to migrate to Windows 2000 during 2001.

The personnel office does not have an automated data application at this time, although all users have networked computers and access to office automation software. Although the Adult Probation Office (APO) does have an automated tracking application, there are no plans at the present time to integrate that system with the EDMS during Phase I. The four APO users of the new EDMS all have networked computers.

All PC workstations and printers in the COSC's office are connected to the network. The Clerk's Office workstation replacement program seeks to replace desktop equipment on a three-year cycle and all new workstations currently being installed have the following specifications: 900 MHz, 128+ MB RAM, 6+GB and a 17" or 21" monitor. The lowest end existing PCs are: 500MHz with a 17" or 21" monitor. Personal printers are HP2100 LaserJet and high-volume network printers are IBM 4050 (16ppm).

COSC will provide all workstations, monitors, printers, two existing scanners/scanner stations and the Plasmon optical jukebox for the new EDMS.

2.1.6 Technical Requirements

The solution proposed must provide an open systems approach for a fully integrated, turnkey EDMS. Mandatory and desired requirements are included under each subsection and are summarized under the heading TECHNICAL REQUIREMENTS – SEC. XXX. "Mandatory" requirements **must** be included in the proposal. "Desirable" features/functions/specifications are **optional**.

[References made to the EDMS Master Plan for the Maricopa Clerk of Superior Court and the Appendices to this report are available on the Materials Management web site at **www.maricopa.gov/materials/advbd/advdb.html**.]

Vendors can download the Master Plan and appendices for reference. Any information in the EDMS Master Plan or Appendices conflicting with instructions or information contained in this RFP shall be invalid, void and of no contractual significance, i.e. the information contained in this RFP shall prevail.

2.1.7 Scanning Operations

Documents will enter the EDMS repository in Phase I through the scanning of hard copy documents. A total of ~~nine (9)~~ **eleven (11)** scanning stations will serve the locations listed below. Two (2) scanning stations already exist and shall be re-used in the new EDMS (one each for the Probate Division at OCH and Marriage Licenses moving soon to CSC), and ~~seven (7)~~ **nine (9)** new scanners and scanning stations shall be provided by the Contractor.

- **Central Court Complex:** Separate scanning stations and scanners (one each) are required for the intake areas of the Civil Division, the Criminal Division, and the Domestic Relations Division. A building space review study is now underway. It is possible COSC operations in this building will be moved or re-configured, therefore it is not known exactly where the scanning stations and scanners will be located.
- **Old Courthouse:** One (1) scanning station and scanner are currently set up in the intake/docketing area for the Probate Imaging System. The equipment shall remain in place and be integrated into the new EDMS. Current scanning capacity is sufficient and no additional scanning equipment is necessary at this site. The existing scanner is a Fujitsu M3099GH.
- **New Customer Services Center:** Most of the back file scanning operations will take place at this location, **performed** by a team of eleven (11) people plus one (1) supervisor/training coordinator. Two (2) scanning stations and scanners are required for the Back File Scanning team. The Marriage License bureau will also be moving to this location and the current single scanning station and scanner has sufficient capacity for this unit's needs. It can also serve as a back up unit in the event another scanner requires maintenance. The Marriage Licenses scanner shall be re-used and integrated into the new EDMS. The existing scanner is a Fujitsu M3099GH.

- **Juvenile Court on Durango:** This location will require one (1) scanning station and scanner in the intake **area**. (See floor plan in EDMS Master Plan for the Maricopa Clerk of Superior Court, Chapter 3.4 -- Facilities Issues.)
- **Southeast Adult** This facility will require two (2) scanning stations and scanners: one (1) for civil and one (1) for criminal/domestic relations intake areas. This facility is being re-configured and the location of the scanning stations and scanners within the building is not yet known.
- **Juvenile Southeast:** One (1) scanning station and scanner are required for incoming and back file scanning operations. (See floor plan in EDMS Master Plan for the Maricopa Clerk of Superior Court, Chapter 3.4 -- Facilities Issues.)

The volume of pages to be scanned at each COSC location is shown in the table below. All figures are pages per day (250 work days per year). The differences in the per person estimated production are related to whether the records must be re-filed and re-shelved after scanning, must be removed from file jackets, and other factors that will affect production levels.

Table 3: Scanning Volume Per Day

	8/10/2000	Maricopa COSC							
	Estimated Number of Pages Scanned Per Day by Location								
V.2	Cases Scanned		Locations						
		CCC	CSC	OCH	SE	JUV-	Juv SE	Total Pages	Pages
Note						Durango		per Day	per Year
1	Adult DR Backscan 1994 forward	N/A	13,288	N/A	N/A	N/A	N/A	13,288	3,322,000
2	Adult CR Backscan 2001 backward	N/A	13,288	N/A	N/A	N/A	N/A	13,288	3,322,000
3	Adult PB Backscan 1997 backward	N/A	1,563	N/A	N/A	N/A	N/A	1,563	390,750
4	Adult Incoming CR	5,218	N/A	N/A	1,240	N/A	N/A	6,458	1,614,520
5	Adult Incoming CV	4,178	N/A	N/A	613	N/A	N/A	4,792	1,197,890
6	Adult Incoming DR	4,518	N/A	N/A	3,397	N/A	N/A	7,915	1,978,860
7	Adult Incoming PB	N/A	N/A	1,965	35	N/A	N/A	2,000	499,968
8	Adult Incoming OTHER	1,032	N/A	N/A	N/A	N/A	N/A	1,032	257,950
9	Juvenile Backscanning (On-Going)	N/A	N/A	N/A	N/A	N/A	2,197	2,197	549,250
10	Juvenile Incoming	N/A	N/A	N/A	N/A	1,870	986	2,856	714,005
11	Marriage Licenses	N/A	200	N/A	N/A	N/A	N/A	200	50,000
12	Adult Probation	N/A	1,315	N/A	N/A	N/A	N/A	1,315	328,750
13	One-Time Back-scanning	N/A	1,536	N/A	N/A	N/A	1,493	3,029	757,250
14	TOTAL PAGES PER DAY	14,946	31,190	1,965	5,285	1,870	4,676	59,933	14,983,193

Notes:

1. Based on production of 2,658 pages per day/person x 5 people (no re-filing of documents).
2. Based on production = 1,563 pages/day per person x 8.5 people (re-file documents in case folder).
3. Based on 1 FTE scanning 1,563 pages per day.
4. Average incoming pages per day.
5. Average incoming pages per day.
6. Average incoming pages per day.
7. Average incoming pages per day for OCH and SEA.
8. Average incoming pages per day.
9. Pages in existing case files to be scanned due to re-activated cases.
10. Average incoming pages per day.
11. Average incoming pages per day.
12. One-time per year est. 24,000 pages. 1 FTE production = 1,315 pages per day for 18 days
13. One-time projects of 351,914 pages

2.1.7.1 TECHNICAL REQUIREMENTS -- Section 2.1.7:

1. The proposed EDMS solution, including hardware and software, must be capable of supporting the scanning of the volume of documents/pages indicated in Table 3 and the types of records indicated in section 2.1.3. (Mandatory)
2. Contractor shall include in the proposal seven (7) scanners and scanning workstations capable of scanning at a rate of 80 ppm or better for the sites listed above in section 2.1.7. (Mandatory)
3. Contractor shall also integrate existing scanners and scanning stations listed in Section 2.1.7 above into the new EDMS. (Mandatory)

2.1.8 Importing Existing Image Files and Microfilm Conversion

The COSC will export any existing image files and index records created through the PaperClip system as TIFF G4 images and store them on cache (estimated to be approximately 1,600,000 pages). The Contractor shall be responsible for importing these image files into the new EDMS system.

Marriage licenses on microfilm from 1979 forward to the date of conversion shall be indexed, converted to TIFF images and imported into the new EDMS (approximately 1,490,000 pages). Indexing shall include four (4) fields: marriage license number, marriage license date, names of husband and wife. Vendors may include this task in their proposal. COSC reserves the right to re-bid this item, if it is in the best interests of the County. Regardless of whether the marriage license microfilm is converted and indexed by the vendor awarded a contract under this RFP or through another vendor, the vendor awarded the contract resulting from this RFP shall import the images and index data into the new EDMS.

2.1.8.1 TECHNICAL REQUIREMENTS -- Section 2.1.8:

1. The proposed EDMS solution must include the loading/importing of existing image files and converted marriage license images into the new EDMS system by the Contractor (approximately 3,090,000 pages). (Mandatory)
2. Vendors may also provide a price for conversion and indexing of the microfilmed marriage licenses from 1979 to the date of conversion. This task may be sub-contracted (microfilm conversion) to a competent service provider, however any and all subcontractors shall be disclosed. (Desirable)

2.1.9 EDMS Repository Size

The number of pages expected to be in the repository each year for the first 10 years has been estimated using straight-line projections (no increase in the number of cases filed per year)(See Table 4). These estimates are conservative and actual volume of pages will probably be higher based on the growth of caseloads over the next 10 years. See EDMS Master Plan for the Clerk of the Superior Court, Chapter 1.4 Maricopa County Superior Court for historical information on caseloads.

Table 4: Estimated Pages of COSC Records in EDM Repository Years 1-10 (in 1000's)

Case Type	Years									
	1	2	3	4	5	6	7	8	9	10
Civil Incoming	1,198	2,396	3,594	4,792	5,989	7,187	8,385	9,583	10,781	11,979
Criminal Incoming	1,615	3,229	4,844	6,458	8,073	9,687	11,302	12,916	14,531	16,145
Criminal Back File	3,322	6,644	9,966	13,288	16,610	16,610	16,610	16,610	16,610	16,610
Dom. Rel. Incoming	1,979	3,958	5,937	7,915	9,894	11,873	13,852	15,831	17,810	19,789
Dom Rel. Back File	3,322	6,644	9,966	13,288	16,610	16,610	16,610	16,610	16,610	16,610
Probate Incoming	500	1,000	1,500	2,000	2,500	3,000	3,500	4,000	4,500	5,000
Probate -- PaperClip	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350
Probate Back File	391	782	1,172	1,563	1,954	1,954	1,954	1,954	1,954	1,954

Case Type	Years									
	1	2	3	4	5	6	7	8	9	10
Other Incoming	258	516	774	1,032	1,290	1,548	1,806	2,064	2,322	2,580
Juvenile Incoming	714	1,428	2,142	2,856	3,570	4,284	4,998	5,712	6,426	7,140
Juvenile Back File -1x	757	757	757	757	757	757	757	757	757	757
Juvenile Back File -On-going	548	1,097	1,645	2,193	2,741	2,741	2,741	2,741	2,741	2,741
Marriage Licenses - 1x	1,476	1,476	1,476	1,476	1,476	1,476	1,476	1,476	1,476	1,476
Marriage License - Incoming	50	100	150	200	250	300	350	400	450	500
Adult Probation - Yearly	24	48	72	96	120	144	168	192	216	240
Adult Probation - 1x	90	90	90	90	90	90	90	90	90	90
Personnel - Incoming	8	15	23	30	38	46	53	61	68	76
Personnel Back File	122	122	122	122	122	122	122	122	122	122
TOTAL PAGES (in 1000's)	17,723	31,651	45,579	59,507	73,435	79,779	86,124	92,469	98,814	105,159

Estimates in Table 4 take into account the following:

1. Volume of incoming documents is estimated each year at the current rate (straight-line projection).
2. Back file scanning project is expected to continue for 5 years for criminal, probate and domestic relations.
3. Existing imaged Probate records are estimated at the level they will probably be in July 2001, given today's production.
4. Juvenile back file conversion (scanning of files as a new petition is filed on existing case) will decline over the years as more cases are on the system (estimated to be 5 years at current production).
5. Conversion of microfilm marriage licenses from 1979 forward is included and marriage licenses will remain on the system indefinitely.
6. All scanned records will remain on the system for at least the first 10 years.

2.1.9.1 TECHNICAL REQUIREMENTS -- Section 2.2.3:

1. The architecture of the proposed EDMS solution, including hardware and software, must be scalable to support the size of the repository as estimated in Table 4 -- plus 25% growth. (Mandatory)
2. The proposed EDMS solution must include storage capacity sufficient for the volume estimated in Table 4, through year 4. (Mandatory)
3. The proposed EDMS solution must be optimized for this size of repository. (Mandatory)
4. The proposed EDMS solution must include back-up capabilities sufficient to accommodate the projected size of the repository through year 4. (Mandatory)

2.1.10 Retrievals

Table 5 shows the estimated number of pages that will be retrieved for display on-screen per day at each COSC location during Phase 1.

TABLE 5: ESTIMATED PAGES RETRIEVED PER DAY DURING PHASE I

USER	CCC	OCH	SEA	J-SEA	J-DUR	CSC	Total
COSC	11,510	44	2,799	3,013	629	58,257	76,237
PUBLIC	14,954	2,599	4,715	0	0	3,950	26,217
COMMERCIAL	26,935	0	11,984	0	0	0	38,918
TOTAL	95,287	2,643	19,498	3,013	629	62,207	183,277

The volume of printing on a daily basis during Phase I is unknown, but is estimated to be 5% or less than the volume in Table 5. Outgoing faxes from the EDMS is estimated to be approximately 200 pages per day. The volume of printing and fax is expected to increase for a few years in later Phases as new users are given access to the system, until new users become sufficiently comfortable with using documents on-line.

2.1.10.1 TECHNICAL REQUIREMENTS – Section 2.1.10:

1. The proposed EDMS solution must be capable of handling the volume of retrieval, printing and faxing estimated in Table 5 during Phase I. (Mandatory)
2. The proposed EDMS solution must have fax-out capabilities. (Mandatory)
3. The proposed EDMS solution must be scalable to accommodate a 1000% increase in the volume of retrieval, printing and faxing during later phases. (Mandatory)

2.1.11 EDMS User Population

During Phase I, EDMS users will be only the staff and managers of the COSC (all locations), the Public accessing documents from public terminals in CCC, CSC, OCH and SEA, and a few records management staff in the Adult Probation Office. Because most staff members in the Clerk's Office need access to documents, almost everyone will be a user of the EDM system. Users will be located at all locations of the COSC and some need guaranteed access through dedicated licenses. Others are able to share concurrent licenses. To determine the number of concurrent user licenses that are needed, an initial estimate of shared usage levels within the Clerk's Office is as follows:

- Light Usage (10% of the time on the system) – 15% of users
- Medium Usage (25% of the time on the system) – 49% of users
- Heavy usage (50% or more of the time on the system) – 36% of users

Estimated number of named and concurrent users for Phase I:

1. Users who need guaranteed access to repository = 183
2. Users who need guaranteed access to workflow = 90
3. Concurrent users of document repository = 327 users
4. Concurrent users of workflow = 199 users

Later Phases

Eventually, in later phases of the EDMS implementation, everyone who wants to access COSC electronic records will be granted access to the electronic document repository via the County intranet and over the Internet. Users will include the Court judicial officers and staff, attorneys, members of the Public, and staff of state and local agencies. In future phases, the Court and Court Administration will implement workflow.

The number of users who access the COSC repositories and are workflow users in later phases will have to be determined at a later time by the Court and justice and law enforcement (JLE) agencies as well as through an estimate of the number of public, concurrent users expected to access the repository through the Internet. What is presently known is there are approximately 4,500 network ports used by JLE agency staff in the County (in addition to the COSC users). A preliminary estimate places the number of additional concurrent users from all Maricopa County sources at approximately 650 (or more) in future phases of the project over the next 4 years. Internet usage will add users as well.

2.1.11.1 TECHNICAL REQUIREMENTS -- Section 2.1.11:

1. The Contractor must propose the number, type and pricing of software licenses required for the turnkey Phase I EDMS. The Contractor must determine the types of software needed to meet the requirements of this RFP. Such software packages may include, but are not limited to, server operating system software, document repository, database management, end user repository access, workflow, image capture, printing, management reporting, fax, and **any other software** required to meet the technical

specifications for the EDMS stated in RFP Table 6 and elsewhere in this RFP.

(Mandatory)

2. The Contractor must allow other Maricopa County government agencies to purchase from Contractor any software proposed for the COSC turnkey EDMS at the same price as proposed for COSC for the first two years of the contract. (Mandatory)
3. It is highly desirable for the Contractor to propose an enterprisewide licensing scheme and price to include unlimited users of the COSC EDMS, including Internet access in the future. (Desirable)

2.1.12 Access to the EDMS Records

Court legal files are public records open to the public for review with some restrictions. The restrictions on open access to records are enacted in statute or otherwise provided in court rules. The EDMS system will be widely used, and it is important legal and procedural access restrictions be scrupulously observed. The following records shall be stored on the system but access must be restricted through the capabilities of the software to viewing or printing by a limited group of users. In some cases, a single user is permitted access to selected records.

1. Juvenile Dependency Cases: All documents in any of the juvenile dependency case types are restricted to judges hearing the matter, case parties, representing attorneys, Juvenile Court and Clerk's Office staff maintaining the files. This includes severance, adoption and adoption certificate case files.
2. Sealed Cases or documents: Any case or document sealed by Court order may not be accessed by anyone other than the judge sealing the case/document and/or any person the judge permits by Court order to have access. A log of people who access the case is kept by Clerk's Office staff to insure no one accesses the file without the legal right to do so.
3. Criminal Histories: Criminal history information is often filed as part of a criminal case (adult or juvenile) and is not public. Only Court and Clerk's Office staff and judges hearing the matter may have access.
4. Mental Health: The Court's policy is to release mental health records only to the patient, the patient's attorney, the patient's court-appointed guardian or conservator, the State Department of Corrections in certain cases, persons authorized by order of the presiding Probate/Mental Health Judge (or designee) and Clerk's Office/ Court staff and judges. The Mental Health docket is not available to the public except as released by a judge's order.
5. Expunged Records: Adults may petition for expungement of their juvenile record and other criminal records. If expunged, records must be deleted from the system and all media.
6. Probate: Some judges have been concerned about the potential for misuse of the sensitive information contained in certain probate cases. These records may not be sealed because of the need for administrative access. This issue has been referred to the Arizona Supreme Court committee studying public access to electronic court records for a possible change in public access policy. The Clerk's Office will follow closely any new policies on privacy and security of documents.
7. Probation records: Not available to the public. Restricted access to Adult Probation Office records staff.
8. COSC Personnel records: Access restricted to COSC personnel officers.

2.1.12.1 TECHNICAL REQUIREMENTS -- Section 2.1.12:

1. The proposed EDMS solution must be configurable to restrict access to viewing and printing records and must maintain a log of access to selected folders, subfolders and documents, as specified in Table 6 of this RFP. (Mandatory)

2.1.13 Records Retention, Purging and Archiving

Electronic court documents may be considered "original" documents for all court purposes (replacing the paper document), which is the long-term objective of the COSC. For the next several years, however, the use of electronic documents will be phased in, and paper files will be maintained and used in parallel.

The purging, archiving and retention of various records series are controlled by approved records retention schedules and purging criteria. The Supreme Court of Arizona controls these matters through Supreme Court Administrative Orders. At the present time, electronic records are subject to the same retention periods as paper records because there are no separate Court Rules governing electronic records retention (except that the Arizona Supreme Court does permit the destruction of paper documents once the document has been transformed into electronic form). The records retention schedules for Superior Court records are found in Administrative Order 91-13. Most Superior Court files must be kept permanently, however, some document types from the legal files may be destroyed (purged) when the case is archived.

Generally, paper files may not be archived until a triggering event occurs which varies from case type to case type. For example, domestic relations cases not involving minor children may be archived one (1) year after the final order is entered in the case. Additionally, juvenile delinquency cases may be archived one (1) year after the juvenile reaches his/her 18th birthday. It is important to note that electronic documents MAY be archived off of the EDMS based on the Administrative Order's guidelines, but the documents may be retained on the EDMS longer.

The length of time electronic documents will remain on-line has not been determined by the COSC. Because of the triggering events, archiving documents off the EDMS will be a complex endeavor to set up and operate. The EDMS must be capable of archiving documents off the on-line system in response to a trigger which will probably originate from the appropriate case management system. At the present time, neither case management system (ACS or JOLTS) has been programmed to produce such triggers for archiving purposes. Both case management systems will require modifications in the future to provide triggers, however, archiving decisions and programming will not be done until Phase IV.

2.1.13.1 TECHNICAL REQUIREMENTS: -- Section 2.1.13

1. Although there are no requirements for the EDMS solution to **perform** archiving during Phase I, the EDMS software must be capable of archiving documents (moving documents to off-line storage) in response to a trigger generated by an external system, as described in Table 6. (Mandatory)

2.1.14 Workflow

The EDMS implementation shall include workflow routing for the processing of over 1,000 document types and Phase I will be solely for the Clerk's Office. Later phases will expand the workflow to the Superior Court, Court Administration and other justice and law enforcement agencies (inter-agency workflow) that are connected to the County WAN.

Considerable analysis has already been done by the Clerk's EDM staff to map the flow of documents within the Clerk's Office. The results of this analysis are found in the EDMS Master Plan for the Clerk of the Superior Court, Chapter 3.3 Workflow and the Master Plan Appendices 5 and 6 provide detailed step-by-step workflows. For some documents, workflows are unique to the individual Clerk's Office locations.

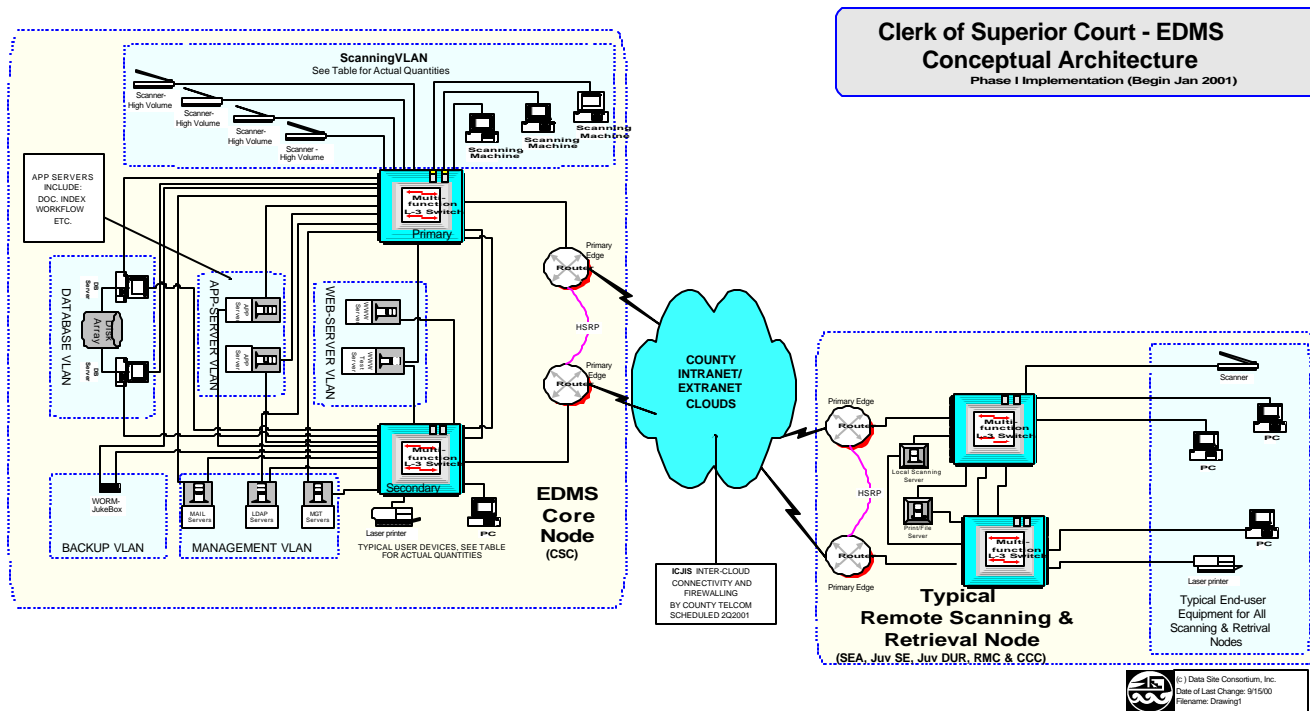
The ultimate goal of implementing workflow using the electronic documents is to stop moving paper through the Clerk's Office. This paper will be imaged and then sent to the file room (or an outside agency, if required), where it will be placed in file jackets. Paper files will be sent to outside requestors and the Court until later phases of the EDMS implementation -- when outside users are given access to the system. The documents used for processing in the Clerk's Office will be the electronic files that will be routed to the appropriate staff through electronic queues. Split screen viewing will be required (a document in one window and another application screen in a second window). The workflow system must be designed so that supervisors can monitor and balance workload and shift work items to other queues as necessary. The proposed EDMS solution must provide management statistics on workload, production volume, delays in processing (time in queue), and other statistics that are useful for controlling the workflow environment. Supervisors must be able to re-route or send copies of documents to other users on an ad hoc basis. A universal in-box is required for access by more than one user simultaneously to a pool of documents for processing. It is desirable to maintain a log of actions that have been taken on a document (the routing sequence, notes about problems in processing a document, people who need to review the document and other annotations).

2.1.14.1 TECHNICAL REQUIREMENTS -- Section 2.1.14:

1. The EDMS solution must meet the mandatory technical specifications as stated in Table 6. (Mandatory)
2. The proposed EDMS workflow solution must be suitable for the COSC workflow application as described in this RFP and in the EDMS Master Plan for the Maricopa Clerk of Superior Court and Appendices 5 and 6. (Mandatory)

2.1.15 EDMS Conceptual Technical Architecture and Hardware Components

The preliminary Phase I EDMS conceptual architecture is described below for informational purposes only. Contractors are responsible for proposing the conceptual architecture that best meets the COSC needs.



Part I. EDMS Core Node (located at CSC):

General: The EDMS Core Node is comprised of major building blocks that include the scanning virtual local area network (VLAN), web-server VLAN, application-server VLAN, database VLAN, backup VLAN, management VLAN, connectivity components, and user devices. The construct of a VLAN was selected for this function due to its attributes, low cost, and ease of administration. The primary VLAN functionality of interest is its ability to limit all related traffic to within its borders, thus ensuring a high degree of traffic segregation and security. Traffic flow between any two VLANs must always go through the layer-3 switch's routing algorithm, which can include a number of specific security checks.

Scanning VLAN: The scanning VLAN is a logically separate portion of the Core Node that consists of scanning machines (workstations) and scanners. Its primary purpose is to provide predictable, high-volume conversion of existing paper documents to scanned images.

Web server VLAN: The web-server VLAN consists of a production web-server and a test web-server that are in a logically separate portion of the Core Node. The web-server functionality is primarily that of receiving HTML requests and then assembling and presenting the HTML responses back to the client machines. The architectural notion behind the establishment of the web-server VLAN as part of the Phase I activities is that we can have a stable architecture as the EDMS is scaled and opened to additional users in the subsequent phases.

Applications Server VLAN: The applications server VLAN consists of multiple individual applications servers whose primary middleware functions include document indexing and workflow. Establishment of a separate VLAN for these middleware activities provides a basis for security and scalability during the subsequent phases. Separate servers are also required by many EDMS Contractors for middleware services.

Database VLAN: The database VLAN consists of a minimum of two database servers and a disk array. Redundancy is highly desirable in this design and implementation. The arrangement of these elements into a separate VLAN again provides a basis for security and scalability during the subsequent phases.

Backup VLAN: The backup VLAN consists of a single jukebox in Phase I. This unit is connected to both layer-3 switches for redundancy.

Management VLAN: The management VLAN houses all the server-based overhead and management functions, including the mail server, common directory server, network management server, etc.

Typical End-User equipment: This equipment is provided to the end users at this facility. Equipment includes a workstation, monitor, and a shared printer.

Part II. Typical Remote Scanning and Retrieval Node (SEA, Juv SE, Juv Dur, and CCC (RMC and a portion of CCC may relocate to the CSC during this Phase):

Local Scanning Server: The local scanning server acts as a local repository for images scanned at that site, and depending upon the specific EDMS selected may act as local caching for scanned images that have repetitive usage at the site.

Print/file Server: The print/file server provides local storage and print services to the EDMS users.

Multi-function Layer-3 Switch: These switches and the primary routers are the portion of the Core Node that is implemented under the auspices of the Maricopa County Telecommunications group. These devices provide all necessary connectivity within the node and from the node to all users.

Typical End-User Equipment: Equipment includes a workstation, monitor, and a shared printer.

Part III. County Intranet / Extranet and County Components: These components are the responsibility of the MCT

County Intranet / Extranet Cloud: The Maricopa County provided Intranet / Extranet cloud represents the portion the County network connectivity that is necessary to transport EDMS traffic from location-to-location. This network exists and is sufficiently robust to support the EDMS traffic anticipated during phase I.

Components shared in both Phase I nodes:

Primary Edge Routers: These routers forward traffic from node-to-node throughout the network traffic. Two routers are provided as primary edge devices, at each node, to increase network availability and transparent network topology in the event a router is taken out of the network. The HSRP Performs the Hot Standby Routing (Protocol) and switches to the most operational router.

Multi-function Layer 3 Switches: These switches are implemented under the auspices of the Maricopa County Telecommunications group. These devices connect the user to shared resources such as printers and servers. They are duplicated to provide primary and secondary diversity in the event one becomes inoperable or requires maintenance.

Future Phases

For informational purposes, the conceptual architecture for future phases is described in the EDMS Master Plan for the Maricopa Clerk of Superior Court, Chapter 5: EDMS Infrastructure.

2.1.15.1 TECHNICAL REQUIREMENTS -- Section 2.1.15:

1. The contractor's proposal must describe the conceptual architecture of the proposed EDMS solution, to at least the same level of detail as described in section 2.1.15. The proposed architecture must be capable of incremental expansion to meet the COSC growth requirements and the contractor must describe **how** the contractor's proposed conceptual architecture shall meet the requirements of the COSC. Differences between the Contractor's proposed architecture and that described in section 2.1.15 shall be clearly described in the proposal. The proposal shall also describe the recommended storage and back-up subsystems. (Mandatory)
2. The proposal must also include specifications for and numbers of each hardware component required to implement the proposed EDMS solution for Phase I. Proposal shall include sufficient capacity for the production EDM system, test/development environment and training environment. All proposed hardware shall be from Tier 1 vendors and servers shall operate under Microsoft NT. All equipment shall be compatible and operate with the network and end-user equipment to be supplied by COSC as described in this RFP. (Mandatory)

2.2 Software Technical Specifications

Table 6 lists mandatory (M) and desirable (D) features and functions of the EDM software product suite. A copy of Table 6 is provided in Attachment F and instructions for annotating the table in the right hand column and submitting it as part of your proposal are provided below in section 2.2.1.

Table 6: EDMS Technical Requirements

Col 1	Column 2	Column 3	Column 4	Column 5	Column 6
Item No.	Category	Description of Feature	Mandatory (M) Desirable (D)	Included? (Use codes)	To Be Provided/ Timeframe
1	All Software Modules	All software modules of the proposed EDMS solution must have a general release date prior to the date of the Contractor's proposal. <u>None of the proposed EDMS software shall be in alpha or beta version or unreleased as of the date of the proposal.</u>	M		
2	Architecture	The architecture of the product must support a three-tiered architecture: the logical and physical separation of metadata storage from document repository storage, and the separation of client processes, server processes and interfacing processes.	M		
3	Architecture	The proposed EDMS solution must be a 32-bit product.	M		
4	Architecture	The architecture of the product must support creation of multiple, distributed repositories and transparent access to multiple, distributed document repositories from any client.	M		
5	Architecture	A highly integrated product architecture with tightly integrated back-end application server is very desirable.	D		
6	Architecture	The proposed EDMS product must support TCP/IP or be network protocol independent.	M		
7	Architecture	The proposed EDMS product must be scalable to the number of users, retrieval	M		

Col 1	Column 2	Column 3	Column 4	Column 5	Column 6
Item No.	Category	Description of Feature	Mandatory (M) Desirable (D)	Included? (Use codes)	To Be Provided/ Timeframe
		volume and document storage as estimated in the scope of work.			
8	Architecture	The proposed EDMS product must run on Microsoft NT at the server.	M		
9	Architecture	The proposed EDMS product runs on UNIX at the server.	D		
10	Architecture	The proposed EDMS product must support access to repositories and workflow functionality over the Internet and the County intranet (WAN).	M		
11	Architecture	The proposed EDMS solution must support the estimated volume of transactions and documents through such features as server replication and clustering or equivalent.	M		
12	Architecture	The proposed EDMS product must support fail-over back-up and recovery capabilities.	M		
13	Architecture	The proposed EDMS product must support various data storage platforms appropriate to the size and requirements of the COSC application.	M		
14	DBMS	The proposed EDMS product must support Microsoft SQL Server.	M		
15	DBMS	The proposed EDMS supports Informix, Oracle and other DBMS.	D		
16	Desktop Client	The proposed EDMS product must support Windows NT and WIN 2000 clients.	M		
17	Desktop Client	The proposed EDMS product must support access to the document repositories and workflow functionality through Internet Explorer, Netscape Navigator and other industry-standard browsers.	M		
18	Security/ Access	The proposed EDMS product must support very granular access and security restrictions, as described in the scope of work, including the creation of groups of users with specific document manipulation rights (add documents, delete, view, print, etc.) to designated types of documents (index field) groups of documents (index field) and specific individual documents.	M		
19	Security/ Access	Access restrictions must be configurable at the case file (collection of documents) and document (multiple pages) levels.	D		
20	Security/ Access	The proposed EDMS product must permit the security/access restrictions on documents and groups to be modified, and to add/delete members to/from a group.	M		
21	Security/ Access	A security/access group must be able to be configured for a single individual, multiple specific users, all users and other membership parameters.	M		
22	Security/ Access	A user must be able to belong to more than one group for purposes of document access.	M		

Col 1	Column 2	Column 3	Column 4	Column 5	Column 6
Item No.	Category	Description of Feature	Mandatory (M) Desirable (D)	Included? (Use codes)	To Be Provided/ Timeframe
23	Security/ Access	It is desirable the proposed EDMS solution hide from view the existence of any documents the current user is not permitted access to.	D		
24	Image Capture	The proposed EDMS must support appropriate scanners for the page volumes estimated in Table 3, but the scanners must be capable of scanning a minimum of 80 ppm.	M		
25	Image Capture	The proposed EDMS must support the following file formats/compression formats: TIFF multi-page files G3 and G4 compression, JPEG, GIF, XML and PDF.	M		
26	Image Capture Indexing	The proposed EDMS must support automatic indexing through bar code recognition for interleaved 3 of 9.	M		
27	Image Capture	The proposed EDMS must support the deletion and re-scanning of pages/documents before committing to disk.	M		
28	Image Capture	The proposed EDMS solution must support various image enhancement and clean-up techniques such as de-skew, de-speckle and darkening/lightening.	M		
29	Image Capture	The proposed EDMS solution must support image capture at 200, 300 and 600 400 dots per inch.	M		
30	Image Capture	The proposed EDMS solution must support bi-tonal and gray-scale image scanning. Color scanning is not required at this time.	D		
31	Image Capture	The proposed EDMS must support imaging of 8-1/2" x 11" and legal size, single-sided or double-sided pages (duplex on demand).	M		
32	Document Management	The proposed EDMS product must support a hierarchical organization of documents in folders and subfolders.	M		
33	Document Management	The proposed EDMS solution must be able to produce an audit trail for various document activities such as add, delete, view, print, etc.	M		
34	Document Management	The proposed EDMS solution must support concurrent read/print access to documents by multiple users.	M		
35	Document Management	The proposed EDMS solution must provide the capability to restrict document manipulation functions (add, delete, modify) to certain users based on user-selectable parameters (e.g., case type and document type).	M		
36	Document Management	The proposed EDMS solution must support digitally signed objects.	M		
37	Document Management	The EDMS solution must have the capability to rendition documents from MS Word to PDF format.	M		

Col 1	Column 2	Column 3	Column 4	Column 5	Column 6
Item No.	Category	Description of Feature	Mandatory (M) Desirable (D)	Included? (Use codes)	To Be Provided/ Timeframe
38	Document Management	The EDMS solution must provide the capability to any user to view or “play” any electronic object types stored in the repository.	M		
39	Document Management	The proposed EDMS product must provide convenient page viewing features such as rotate, zoom, go to “n” page; book marks, etc.	M		
40	Document Management	The EDMS solution must support XML documents.	D		
41	Document Management	It is desirable for the EDMS solution to store documents up to 1,000 pages in length.	D		
42	Document Management	It is desirable for the EDMS solution to be able to catalogue documents that are stored off-line.	D		
43	Document Management	The EDMS solution must provide creation, viewing and printing of annotations on documents, pages and folders.	M		
44	Document Management	It is desirable for the EDMS solution NOT to store annotations in image headers.	D		
45	Document Management	The EDMS solution must restrict access to annotations to authorized users.	M		
46	Records Management	The proposed EDMS shall provide automatic migration of documents between storage platforms as part of the archiving and document lifecycle management process <u>based on triggering events initiated from another system.</u>	M		
47	Workflow	The proposed EDMS must support rules-based production workflow routing to process documents through electronic queues.	M		
48	Workflow	The proposed EDMS must support split screen viewing (a document in one window and another application screen in a second window).	M		
49	Workflow	The proposed EDMS should provide the capability of routing documents based on user decisions.	D		
50	Workflow	It is desirable for the proposed EDMS to maintain a log of actions that have been taken on a document (e.g. the routing sequence, notes about problems in processing a document, people who need to review the document and other annotations).	D		
51	Workflow	The workflow system must support a “universal inbox” which is accessible concurrently by multiple users and secure inboxes (access restricted to specific users).	M		
52	Workflow	The workflow system must support the generation of workflow statistics and status	M		

Col 1	Column 2	Column 3	Column 4	Column 5	Column 6
Item No.	Category	Description of Feature	Mandatory (M) Desirable (D)	Included? (Use codes)	To Be Provided/ Timeframe
		of work items reports.			
53	Workflow	The workflow system must support conditional (if .. then ...) logical routing and rendezvous (wait for another action to occur before processing document to a work queue).	M		
54	Workflow	It is desirable for the workflow system to support parallel routing (routing for the same document to more than one inbox at the same time).	D		
55	Workflow	Workflow processes must be able to be accessed and executed over the County intranet, via dial-up access and over the Internet by browser-based clients using Internet Explorer.	M		
56	Workflow	Workflow processes should be able to be created by trained end-users through graphical tools, using such techniques as "drag and drop".	D		
57	Workflow	The workflow solution must support inter-agency workflow processes.	M		
58	Workflow	The workflow solution is compatible with SMTP gateways and supports email transmission of document through E-mail.	M		
59	Integration	The proposed EDMS must be based on open systems standards and an API must be available for integration of the EDMS with the ACS, Marriage License and JOLTS line of business applications.	M		
60	Systems Admin.	Unified systems administration for all EDMS modules (rather than separate administration for each module) is highly desirable.	D		
61	Systems Admin.	Systems administration uses graphical tools.	D		
62	Systems Admin.	Systems administration functions leverage Windows NT services such as User IDs, passwords and security levels.	D		
63	Systems Admin.	Remote systems administration over an intranet is a feature of the proposed EDMS.	D		
64	Fax	The proposed EDMS solution must be capable of importing and exporting documents to/from the document repository in TIFF Group 3 and Group 4 facsimile formats.	M		
65	Fax	The proposed EDMS solution must be able to transmit Group 3 and Group 4 facsimiles from the repository.	M		
66	Printing	The proposed EDMS solution must have high volume, high speed print capabilities to generate 10,000+ pages per day from the records management center at CSC.	M		
67	Printing	The proposed EDMS solution must be able to send print jobs to network printers and to	M		

Col 1	Column 2	Column 3	Column 4	Column 5	Column 6
Item No.	Category	Description of Feature	Mandatory (M) Desirable (D)	Included? (Use codes)	To Be Provided/ Timeframe
		print from individual printers attached to workstations.			
68	Web Publishing	The EDMS solution must be able to publish documents to a Web server.	M		
69	Web Publishing	The EDMS solution must allow browser-based users to enter information over the Internet into forms, and for forms-based information to propagate through the system using the product's workflow or other capabilities.	M		
70	Web Publishing	The EDMS solution must facilitate browser-based users to search for and retrieve, download and print documents in the repository. The feature will be used in future Phases, but must be present to be used later.	M		
71	System	The EDMS solution must be Year 2000 compliant and free from any date-related malfunctions.	M		
72	System	The EDMS solution must support mirrored drives.	M		
73	System	The EDMS capabilities must include back-up capabilities for the document repository and database(s).	M		
For the items below (74-79), annotate only column 5. Leave column 6 blank.					
74	OCR	The proposed EDMS product must have a separate OCR capability (OCR will not be purchased or used until Phase II).	M		Not Applicable
75	OCR	It is desirable that the OCR software be able to convert electronic image files to electronic text.	D		Not Applicable
76	OCR	The proposed OCR software will perform image to text conversion simultaneously with image capture (scanning).	D		Not Applicable
77	OCR	The proposed OCR software is suitable for use on long documents (up to 1000 pages).	D		Not Applicable
78	OCR	The proposed OCR software provides convenient basic search features such as Boolean, wild card, keyword.	D		Not Applicable
79	OCR	The proposed OCR software provides advanced, convenient search features such as concept-based searches (synonym, concept, thesaurus-based, relevancy ranking) and proximity ("X" within 5 words of "Y"); highlighting the search phrase in the text, saving search queries for re-use, jump to search phrase in text, etc.	D		Not Applicable

2.2.1 TECHNICAL REQUIREMENTS -- Section 2.2:

1. The proposal must contain a complete annotated copy of **Table 6: EDMS Technical Requirements** -- Attachment F.

Annotate column 5 of Table 6 with the following codes:

Y = Yes: The proposed EDMS solution meets this requirement 100%, as stated, through a current feature or function of the proposed EDMS production software.

N = No: The proposed EDMS solution does not currently meet this requirement.

P = Partial: The proposed EDMS solution partially meets this requirement through a current feature or function of the proposed EDMS production software. (For any partial answers, clearly indicate in your proposal how this requirement is partially fulfilled.)

Annotate items 1-73 in column 6 of Table 6 with the following codes:

NP = Not Provided: The Contractor does not provide this feature or function as part of the EDMS solution.

CF = Custom – Free: The Contractor shall customize the proposed EDMS solution to meet this requirement 100% at **NO** additional charge to COSC.

CC = Custom – Additional Charge: The Contractor shall customize the proposed EDMS solution to meet this requirement 100% at additional charge to COSC.

3F = 3rd Party – Free: The Contractor shall provide 3rd Party software to make the proposed EDMS solution comply with this requirement 100% at **NO** additional charge to COSC.

3C = 3rd Party – Additional Charge: The Contractor shall provide 3rd Party software to make the proposed EDMS solution comply with this requirement 100% at additional charge to COSC.

O = Other: Explain “other” in description of product’s features and functions.

For any item in column 6 lines 1-71 that is annotated with **Custom-Free, Custom – Additional Charge, 3rd Party – Free, 3rd Party – Additional Charge, or Other** also indicate one of the following in column 6:

WT = Within Timeframe: The Contractor shall provide this feature or function, as stated, within the implementation timeframe required by this RFP.

AT = Additional Time: The Contractor shall provide this feature or function, as stated, which requires additional time beyond the implementation timeline as required in this RFP.

In all cases, the codes in Table 6 are to be assigned by the Contractor based on the version of the software being offered in the proposal, which must have a general release date prior to the proposal date. Any Contractor answering the above questions based on prospective (un-released) versions of software shall be declared non-responsive and ineligible for award. (Mandatory)

2. In addition to an annotated copy of Table 6, the proposal shall include descriptions of the technical and operational features and functions of the EDMS solution, i.e., **how** they will meet the needs of the COSC and **how** they will be incorporated into the EDMS solution, including, but not limited to, the functions and features listed above. **The proposal must describe how Contractor’s EDMS solution conforms, does not conform and/or partially conforms to the technical and operational requirements of COSC’s EDMS application.**
3. The name of the software publisher and software package for any third party software incorporated as part of the EDMS solution must be disclosed. In addition, the proposal must describe how the third-party product is integrated with the main EDMS software package. (Mandatory)
4. Additional technical information on the following subjects related to the proposed products is desirable.
 - Systems administration and security
 - Document security
 - Storage Management and Retrieval

- Document Management, Indexing and Retrieval
- Workflow
- Systems Architecture

2.3 Systems Performance

The EDMS solution must achieve response times (from the initiation of a request by a client to the initiation of download by the server) of no more than five (5) seconds for retrieval of any document in the repository by any client on the County LAN/WAN environment given the size of the repository as estimated in Table 4 and the response patterns of the WAN as described in the EDMS Master Plan for the Maricopa Clerk of Superior Court, Appendix 7: Network Assessment and Appendix 8: Network Bandwidth Estimates. It should also be noted the MCT is currently conducting a study to determine future bandwidth upgrades for the WAN and to determine the need for redundant path capabilities. The Contractor should assume that the WAN is not a limiting factor in response time.

2.3.1 TECHNICAL REQUIREMENTS -- Section 2.3:

1. In the proposal, the Contractor must state the response time the EDMS turn-key system shall achieve prior to systems acceptance, as measured from the initiation of a request by a client to the initiation of download by the server. (Mandatory)

2.4 Warranty, Maintenance, Support and System Documentation

2.4.1 Warranty

The Contractor shall provide COSC with a Base Warranty for: services, licensed software, equipment provided and custom software, as described below. Warranty services, repairs and corrective actions shall be performed by Contractor, its designated Subcontractor, designated 3rd party service provider, hardware product manufacturer or software product publisher.

Service Warranty: The Contractor shall warrant the work performed under the contract to be free from defects of workmanship performed by the Contractor, its Subcontractors and Suppliers during the Base Service Warranty period. The Base Service Warranty period shall begin on the date the final systems acceptance is signed by the Clerk's EDMS Project Director and shall be in effect for twelve (12) consecutive months thereafter. Contractor must warrant that services shall be performed in a workmanlike manner by qualified personnel in accordance with manufacturers' instructions. During the Base Service Warranty period, Contractor shall, **without** additional cost to COSC, correct all such defects of workmanship. Any correction pursuant to the Base Service Warranty shall be fully warranted by the Contractor for a minimum of ninety (90) days from the date the correction is accepted by the Clerk's EDMS Project Director. The Contractor shall correct all defects in workmanship in a timely manner without delay. Corrective actions that require access to the Clerk's computer systems or network shall be performed at a time and manner agreed to by the Clerk's IT Director.

Licensed Software Warranty: The Contractor shall provide COSC with the manufacturer's warranty for all licensed software provided by contractor and incorporated into the turn-key EDMS, including, but not limited to: electronic document management system software, workflow software, image capture software, database management systems, operating systems, fax software, management reporting tools and all other licensed software. The length of the manufacturer's warranty shall be deemed the Base Licensed Software Warranty Period for each software product. During the Base Licensed Software Warranty Period for each software product, Contractor shall, **without** additional cost to COSC and in a timely manner without delay, provide to COSC all changes to the licensed software packages that are necessary to maintain the software warranties, or deemed necessary by the software publisher(s), such as minor or major patches or upgrades to fix bugs or problems in the EDMS software. Corrective actions that require access to COSC's computer systems or network shall be performed at a time and manner agreed to by the COSC IT Director. Contractor shall provide COSC with copies of all software manufacturer's warranty terms and registration materials.

Hardware Provided by Contractor Warranty: The Contractor shall warrant that any hardware products provided by Contractor shall perform in accordance with the manufacturer's published

specifications. The hardware provided shall be new, undamaged and in original containers and be free from defects in materials and workmanship. The hardware provided by Contractor shall be covered by a manufacturer's warranty for a period of not less than 3 years from the date of receipt of the equipment, which constitutes the Base Hardware Warranty Period. Any repair or replacement of equipment pursuant to the Base Hardware Warranty shall be fully warranted by the Contractor for a minimum of ninety (90) days from the date the repair is accepted by COSC. Hardware warranty service shall provide for four (4) hour response time, on-site repair Monday through-Friday from 7am to 7 pm, excluding holidays. Contractor shall provide COSC with copies of all manufacturer's warranty terms and registration materials. Repairs that require access to COSC's computer systems or network shall be performed at a time and manner agreed to by the COSC IT Director.

Custom Software Warranty: The Contractor shall warrant the custom software developed under the contract shall be free from errors, defects or malfunctions during the Base Custom Software Warranty Period. The Base Custom Software Warranty Period shall begin on the date the final systems acceptance is signed by the Clerk's EDMS Project Director, and shall be in effect for twelve (12) consecutive months thereafter. During the Base Custom Software Warranty Period, Contractor shall, **without** additional cost to Buyer, correct all such errors, defects or malfunctions in the custom-developed software programs. Any correction pursuant to the Base Custom Software Warranty shall be fully warranted by the Contractor for one (1) year from the date the correction is accepted by COSC. During the Base Custom Software Warranty Period, the Contractor shall correct all Custom Software deficiencies in a timely manner without delay. Corrective actions that require access to COSC's computer systems or network shall be performed at a time and manner agreed to by the COSC IT Director.

2.4.1.1 **TECHNICAL REQUIREMENTS -- Section 2.4.1:**

1. The proposal must include complete disclosure of the Contractor's proposed warranties for service, licensed software, custom software and hardware provided by the Contractor. (Mandatory)
2. The proposed warranties should include all of the warranty provisions described in section **2.4.1** (Desirable)
3. The Contractor must disclose in the proposal the entity that will provide each warranty service. (Mandatory)

2.4.2 **Software Maintenance**

2.4.2.1 **Licensed Software Maintenance**

Following the Base Licensed Software Warranty Period, the Contractor shall offer maintenance for licensed software packages provided by Contractor that are incorporated in the EDMS turn-key system. Maintenance services for licensed software packages shall be offered for a five (5) year period, renewable annually in one-year increments.

The licensed software maintenance shall include:

- EDMS software upgrades, patches, fixes, corrections and new versions that are published as general release.
- Telephone technical support
- New systems documentation or manuals for EDMS software upgrades and new versions that are published as general release.
- All changes to the EDMS system, including software, and software installation and configuration, that are necessary to maintain the EDMS software warranty, or deemed necessary by the EDMS software publisher, e.g. minor or major patches or upgrades to fix bugs or problems in the EDMS software.

2.4.2.2 **Custom Software**

The Contractor shall offer maintenance services for custom software developed for COSC by the Contractor or any Subcontractor following the Base Custom Software Warranty Period on a time and materials basis. Maintenance services for custom software shall be offered for a three (3)

year period, renewable annually in one-year increments. The maintenance services shall include the following:

- Software upgrades, enhancements, patches, fixes, corrections and new versions
- New systems documentation or manuals reflecting upgrades, patches, fixes, corrections, etc. to the custom-developed software.

2.4.2.3 TECHNICAL REQUIREMENTS -- Section 2.4.2:

1. Describe the software maintenance services proposed for the licensed software and custom-developed software. (Mandatory)
2. The proposal should include, at a minimum, the software maintenance services specified in Section 2.4.2. (Desirable)

2.4.3 Technical Support

The Contractor must provide technical support for the EDMS **without** additional cost to COSC for the twelve consecutive months following the final systems acceptance by the COSC Project Director. Thereafter, the Contractor must offer technical assistance services for three (3) years, renewable annually in one-year increments, at pricing proposed by the Contractor. Support tasks include, but are not limited to the following:

- Assistance with systems performance monitoring and tuning for optimal performance.
- Assistance with performance of all technical functions that are normally associated with maintenance and operation of a system like the EDMS.
- Troubleshooting and answering questions for the technical staff operating the EDMS.
- Recommending best practices and methods for fixing problems.
- Recommending compatible equipment for upgrading or expanding the EDMS.
- Other support tasks, as requested by COSC.

2.4.3.1 TECHNICAL REQUIREMENTS -- Section 2.4.3:

1. The proposal should, at a minimum, include technical support services as described above and pricing for technical support services after the first 24 months. (Desirable)
2. The proposal must include a completed Support Matrix provided in Attachment E. Use the Support Matrix to describe how you propose to provide the required technical support functions. Include information on your company's commitment and capability regarding post-installation on-site and off-site support in maintaining/upgrading any proposed software products. State your company's policy relative to the types and amount of telephone support that will be available to COSC. (Mandatory)

2.4.4 Documentation and Manuals

The Contractor shall provide complete, accurate, and structured technical system and operations documentation for the completed turnkey EDMS in printed form **and** in electronic format, (Adobe PDF format on CD-ROM). The documentation must enable COSC technical staff to operate the system independent from the Contractor. Such documentation must include at a minimum:

- Overviews of the application, system structure, production jobs, and interfaces.
- A detailed description of the schedule for running jobs, including dependencies, files accessed, critical sequencing and timing.
- Detailed operating instructions for each batch job and job step.
- Detailed instructions for backup operations, and on-line, batch and data base recovery procedures.
- Any other operations documentation required to operate the system independent of the Contractor.

The Contractor shall deliver one (1) set of user manuals for each user license purchased and three (3) sets of technical manuals for each EDMS software package purchased, at no additional charge to

COSC. Optionally, Contractor shall provide one (1) hard copy set of each type of manual and one (1) electronic version in Adobe PDF format.

The Contractor shall create and deliver one (1) set of training materials and manuals in hard copy and one (1) electronic version in Adobe PDF format for the COSC trainers to use in training other COSC employees to operate all end-user functions of the EDMS solution.

2.4.4.1 TECHNICAL REQUIREMENTS -- Section 2.4.4:

1. Describe the technical systems documentation to be provided, which must include those items described in Section 2.4.4 above. (Mandatory)
2. Describe the end-user training manuals to be provided. (Mandatory)

2.5 Scope of Services to Be Provided by Contractor

The Contractor shall provide all professional services required to build, test and implement a turnkey EDMS for the Clerk's Office. The selected Contractor will not be responsible for network upgrades, since they will be handled by Maricopa County's Telecommunications Group. Contractor may add additional tasks to the work plan submitted with their proposal if additional tasks are required to provide the proposed EDMS solution.

Table 7: Professional Services and Deliverables

Tasks
1. <u>EDMS Architecture</u> : Review the proposed conceptual architecture plan and develop a final architecture plan for the Phase I EDM system.
2. <u>Hardware</u> : Develop a final hardware plan for the turn-key EDMS, including the configuration, specifications and quantities for servers, scanners, storage and back-up devices, and all other non-network equipment required to implement the Phase I system in the Clerk's Office at all locations, as determined by on-site inspection and after review by COSC technical staff. Install, configure, tune and test the equipment. Integrate the two (2) existing scanning workstations and the two (2) Fujitsu scanners into the EDMS infrastructure. Optionally, integrate the Plasmon optical jukebox into the EDMS infrastructure. Test the operation of all components under simulated and actual operational conditions to ensure proper operation of all components.
3. <u>Software</u> : Develop a final software plan for Phase I turnkey EDMS, including the final end user license plan and the type and quantity of all related software licenses. Order, install, configure, test and integrate all of the various components of the EDMS, including server software and end-user software, DBMS, network operating system, fax, management reporting, workflow, printing software and any other necessary software on servers, user workstations and any other EDMS equipment . Included are the EDMS production system, test/development and training systems, as required.
4. <u>Scanning Operation</u> : Install, configure and test the scanning equipment and software and develop the routing of documents through scanning, docketing and quality control. Recommend and establish best procedures for scanning. Train users to operate and maintain scanners.
5. <u>Management Reports</u> : Develop an EDMS management reporting module to report on the scanning production, retrievals, workflow and other production and use metrics. Train up to ten (10) end-users to develop new reports using the management reporting software.
6. <u>Workflow</u> : Design, develop, test and implement the workflow system and routing for all EDMS document types in all COSC locations. Train selected end users to develop and modify workflow scripts.
7. <u>Import Existing Image Database and Index</u> : Import the images and index records from Probate and Marriage Licenses into the EDM repository.
8. <u>End User Groups and Document Access/Security Plan</u> : Develop, test and implement a document

Tasks	
	security plan that restricts access to cases and documents to authorized users.
9.	<u>Document Indexing</u> : Develop, test and implement the document indexing scheme for each case type for back file and incoming scanning operations. Determine requirements and coordinate the index design with local criminal justice agencies for adult criminal and juvenile delinquency records. Coordinate with the state and local agencies for juvenile dependency case types.
10.	<u>Develop Retrieval/Integrate EDM and Case Management Systems</u> . Develop, test and implement integration of the EDM system and Marriage License, ACS and JOLTS for indexing and retrieving, viewing, printing documents. Develop access and retrieval capabilities using native EDMS software for indexing and retrieval of personnel records and adult probation files.
11.	<u>Public Access/Print Module</u> : Design, develop, test and implement a public access module for use by the public, attorneys, government agencies and commercial users to search for, access and print court records from the public workstations at the COSC facilities.
12.	<u>Training</u> . Develop a training plan and provide comprehensive train-the-trainer sessions for end-users in all aspects of operation, including data entry, scanning, workflow, retrieval and any other necessary functions. Provide hands-on training for technical staff in all aspects of managing, configuring, operating and troubleshooting the EDM software and hardware. Develop training manuals, on-line help and technical documentation of the system as it is set up and configured for the COSC (in addition to manufacturer's documentation).
13.	<u>Acceptance Testing</u> : Develop a comprehensive acceptance-testing plan for the entire EDM system, including "functional tests" to demonstrate that the completed system performs the functions it was designed to perform, "load tests" to demonstrate the ability of the system to perform without degradation when under maximum traffic load carrying conditions as defined in the manufacturer's specifications, "performance tests" to demonstrate satisfactory performance during a 30-day period. The Contractor shall conduct the tests, rectify any problems and provide a fully operational, turnkey system. Obtain from the COSC EDMS Project Manager an official, signed document accepting the system ("Final Systems Acceptance").
14.	<u>Microfilm Conversion (Optional)</u> : Convert approximately 1,490,000 pages of marriage licenses and affidavits on microfilm to images. Index approximately 745,000 2-page marriage licenses with 4 index fields of approximately 80 characters total.

2.5.1 TECHNICAL REQUIREMENTS -- Section 2.5:

1. The proposal must include a work plan that describes the Contractor's approach and methodology for providing all professional services and deliverables necessary to deliver a turnkey EDMS solution for the COSC. The work plan must include the mandatory tasks (1-13) described in Table 7. (Mandatory)
2. The proposal may include task 14 in Table 7 and additional tasks as determined to be necessary by the Contractor. (Desirable)

2.6 Project Timetable for Electronic Document Implementation after Award of Proposal

The following timetable has been developed for the implementation of this project. These times are subject to revision based on the needs of the Clerk of the Superior Court. Proposing vendors must show how they plan to meet this timeline. (This schedule does not include all milestones, and Contractors are required to provide a more detailed schedule in their proposal).

July 1, 2001:	Begin Project
October 15, 2001	Finish training of COSC trainers to operate all aspects of the EDMS including workflow, scanning, retrieval, docketing/indexing, etc.
December 15, 2001:	Complete training of technical staff to maintain EDMS
January 2, 2002:	Begin scanning operations in all COSC locations
May 30, 2002:	Complete acceptance testing for Phase I

2.6.1 TECHNICAL REQUIREMENTS -- Section 2.6

1. The proposal must include a project timeline, showing the start, finish and duration of all major project tasks and the schedule of deliverables. (Mandatory)

2.7 Resources to be Provided By the COSC in Support of the EDMS Implementation

The Clerk's Office will provide the following resources, assistance and support for the EDMS implementation project:

Staff

- EDMS Project Manager (full-time) Primary contact for the Contractor
- EDMS Project Analyst (full-time) Will work with the Contractor to develop workflow scripts, access/security plans, training of end-users and other data collection and analytical tasks.
- Technical Project Manager devoted approximately 50% time to the project.
- One (1) FTE Database Administrator/Web Administrator devoted to the project full-time beginning late summer 2001
- One (1) FTE Systems Administrator/Programmer devoted to the project full-time beginning late summer 2001
- A steering committee composed of decision-makers who can enact policy for the Office and provide decisions on operational issues.
- COSC will identify and make available the staff to become trainers and to learn to create management reports and workflow.

Facilities

- Office space for Contractor's staff will be provided at the new Customer Services Center where the computer facilities will be located.
- Phone service and Internet access will be provided for project staff.
- Training room with ten (10) seats for training EDMS trainers and end-users is available.
- The County will perform all facilities modifications and site preparation to accommodate the EDMS.

Facilitation:

- COSC EDM Project staff or other COSC staff will arrange for access to buildings and arrange interviews/walkthroughs, provide demonstrations of systems, make systems and procedures documentation available, answer questions and generally facilitate the work of the project team.
- COSC staff will collect information requested by the Contractor *up to the limit of the available staff time*.

Equipment and Network:

- All network-related upgrades, new network connections and necessary cabling or network communications equipment will be provided by Maricopa County Telecommunications.
- COSC will provide and install on the network all workstations and printers for access to the EDMS, except scanning stations.

3.0 **SPECIAL TERMS & CONDITIONS: CONTRACT TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Request for Proposals is for awarding a firm fixed price contract to cover a five (5) year period.

3.2 INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Judicial Branch Unit and the State of Arizona, its Agents, Representatives, Officers, Directors, Officials and Employees

from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its Employees, Agents, or any tier of Subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the Judicial Branch Unit and the State of Arizona, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, or work to services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.3 INSURANCE REQUIREMENTS:

General Clauses. The Contractor, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed, with a current A.M. Best, Inc. Rating of B++6, or approved unlicensed in the State of Arizona Department of Insurance with policies and forms acceptable to Maricopa County.

Additional Insured. The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the Judicial Branch Unit and the State of Arizona, its agents, representatives, officers, directors, officials and employees as Additional Insured.

Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed or goods to be supplied under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the Judicial Branch Unit, constitute a material breach of this Contract.

Primary Coverage. The Contractor's insurance shall be primary insurance as respects the Judicial Branch Unit, and any insurance or self insurance maintained by the Judicial Branch Unit shall not contribute to it.

Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policies to protect the Judicial Branch Unit.

Waiver. The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Judicial Branch Unit, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

Deductible/Retention. The policies may provide coverage which contain deductibles or self insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to the Judicial Branch Unit under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention.

Copies of Policies. The Judicial Branch Unit reserves the right to request and to receive, within 10 working days, certified copies of any or all of the above policies and/or endorsements. The Judicial Branch Unit shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, The Judicial Branch Units' right to insist on strict fulfillment of Contractor's obligations under this Contract.

Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to the liability assumed under the indemnification provisions of this Contract which Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The Commercial General Liability additional insured endorsement will be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

Automobile Liability. Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services. Coverage will be at least as broad as coverage code 1, "any auto" (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required by this Contract of the Contractor.

Professional Liability. The Contractor retained by the Judicial Branch Unit to provide the work or service required by this Contract will maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

3.4 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, Contractor shall furnish the Judicial Branch Unit with Certificates of Insurance or formal endorsements, as required by the contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the work or services and as evidenced by annual Certificates of Insurance.

3.5 CANCELLATION AND EXPIRATION NOTICE:

Insurance evidenced by this Certificate shall not expire, be cancelled, or materially changed without fifteen (15) business days prior written notice to the Judicial Branch Unit. If a policy does expire during the life of the contract, a renewal Certificate must be sent to the Judicial Branch Unit fifteen (15) business days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a Bid Serial Number and Title. A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate Bid Serial Number and Title.

3.6 PERFORMANCE BOND:

The successful Contractor will be required to furnish a performance bond in the amount of \$1,000,000 within ten (10) days from receipt of notification of award. Date of U.S. postmark will be accepted as date of delivery of performance bond. Contractors are requested to tender this bond on a Document approved by the Arizona Department of Insurance. Any Contractor failing to supply a performance bond as required will forfeit his right to the contract. An irrevocable letter of credit or certificate of deposit will be accepted in lieu of bond. **Performance bonds are to be identified with bid serial number, title and return address.**

3.7 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The Judicial Branch Unit is not subject to excise tax.

3.8 USAGE REPORT:

The Contractor shall furnish the Judicial Branch Unit a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the Judicial Branch Unit and shall disclose the quantity and dollar value of each contract item by individual unit.

3.9 FACILITIES

During the course of this Contract, the Judicial Branch Unit shall provide the Contractor's personnel with adequate work space for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

4.0 CONTRACT TERMS & CONDITIONS:

4.1 LANGUAGE REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this proposal will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted to the Judicial Branch Unit or its designee thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Judicial Branch Unit or its designee, prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

The Judicial Branch Unit reserves the right to terminate the Contract in whole or in part at anytime when in the best interests of the Judicial Branch Unit, without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Judicial Branch Unit. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the Judicial Branch Unit. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in Arizona Administrative Code R2-7-701 are incorporated herein and made a part hereof and shall apply to any termination for convenience under this section.

4.4 DEFAULT:

The Judicial Branch Unit may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. The Judicial Branch Unit reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.5 TERMINATION FOR DEFAULT

If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, persistently disregard laws and ordinances, or not proceed with work, or otherwise be guilty of a substantial violation of any provision of this agreement, then the Judicial Branch Unit may terminate this Agreement. Prior to termination of this Agreement, the Judicial Branch Unit shall give the Contractor five (5) business days written notice. Upon receipt of such termination notice, the Contractor shall be allowed five (5) business days to cure such deficiencies.

4.6 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be the Judicial Branch Unit employees, and that no rights of Judicial Branch Unit, civil service, retirement, or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the Judicial Branch Unit harmless with respect thereto.

4.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the State of Arizona may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State of Arizona is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the State of Arizona may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State of Arizona from any other party to the contract arising as the result of the contract.

4.8 OFFSET FOR DAMAGES:

In addition to all other remedies of Law or Equity, the Judicial Branch Unit may offset from any money due to the Contractor any amounts Contractor owes to the Judicial Branch Unit for damages resulting from breach or deficiencies in performance under this contract.

4.9 ADDITIONS/DELETIONS OF SERVICE:

The Judicial Branch Unit reserves the right to add and/or delete non-material obligations to this contract. Should a Contractor's obligation be deleted, payment to the Contractor will be reduced proportionally, to the amount of performance reduced in accordance with the bid price. Should additional obligations be added to this contract, prices for such additions will be negotiated between the Contractor and the Judicial Branch Unit.

4.10 ASSIGNMENT OR SUBCONTRACTING:

Neither this Contract, nor any portion thereof, may be assigned by Contractor without the written consent of the Judicial Branch Unit first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Contract, without the written consent of the Judicial Branch Unit, shall be null and void and shall constitute a breach of this Contract.

The subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the prime contractor, who in turn shall pass-through the costs to the Judicial Branch Unit, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.11 AMENDMENTS:

All amendments to this contract must be in writing and signed by both parties.

4.12 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, the Judicial Branch Unit, the City of Phoenix and the Judicial Court system.

4.13 CONTRACT COMPLIANCE MONITORING:

The Judicial Branch Unit shall monitor the Contractor's compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the Judicial Branch Unit, all records and accounts relating to the work performed or the services provided in this Contract.

4.14 RETENTION OF RECORDS:

Pursuant to A.R.S. §35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the Judicial Branch Unit at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

The Judicial Branch Unit may at reasonable times inspect or cause to be inspected the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract or proposed contract.

A Judicial Branch Unit may, at reasonable times and places, audit or cause to be audited the books and records of any person who submits cost or pricing data as provided in these rules to the extent that the books and records relate to the cost or pricing data. Any person who receives a contract, change order, or contract modification for which cost or pricing data is required shall maintain the books and records that relate to the cost or pricing data for five years from the date of final payment under the contract, unless a shorter period is otherwise authorized in writing by the respective designee of the Judicial Branch Unit.

A Judicial Branch Unit is entitled to audit, or cause to be audited, the books and records of a contractor or any subcontractor under any contract or subcontract to the extent that the books and records relate to the performance of the contract or subcontract. The books and records shall be maintained by the contractor for a period of five years from the date of final payment under the prime contract and by the subcontractor for a period of five years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the respective designee of the Judicial Branch Unit.

4.15 ADEQUACY OF RECORDS

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse the Judicial Branch Unit for the services not so adequately supported and documented.

4.16 AUDIT DISALLOWANCES

If, at any time, it is determined by the Judicial Branch Unit that a cost for which payment has been made is a disallowed cost, the Judicial Branch Unit shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Judicial Branch Unit either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Judicial Branch Unit, forthwith issuing a check payable to Judicial Branch Unit.

4.17 P.O. CANCELLATION LANGUAGE:

The Judicial Branch Unit reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the Judicial Branch Unit agrees to reimburse the contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The Judicial Branch Unit will not reimburse the Contractor for any costs incurred after receipt of the Judicial Branch Unit notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Contractors agree to accept verbal notification of cancellation from the Judicial Branch Unit, with

written notification to follow. By submitting a bid/proposal in response to this solicitation, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.18 RIGHTS IN DATA AND SOURCE CODE FOR CUSTOM SOFTWARE

The Judicial Branch Unit shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

The source code of any custom software application developed for the Judicial Branch Unit or the County by the Contractor under a contract resulting from this RFP shall become the sole property of the Judicial Branch Unit/Maricopa County. The Contractor acknowledges that Contractor has no rights to use, sell, copyright, license to others, or incorporate such custom-developed source code in any other application without express written permission from the Judicial Branch Unit/Maricopa County. The Judicial Branch Unit/Maricopa County shall have the exclusive right to use, sell, distribute, license, reproduce, modify, enhance, and otherwise maintain or dispose of the source code from any custom software application developed under a contract resulting from this RFP.

4.19 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The Judicial Branch Unit shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

At the discretion of the Judicial Branch Unit, the Contractor's employees or subcontractors may be required to undergo security clearances if they have access to confidential records.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

4.20 SEVERABILITY:

Any provision of this contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

4.21 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.22 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for all damages whatsoever to the Judicial Branch Unit property as applicable when such property is the responsibility or in the custody of the Contractor, its Employees or Subcontractors.

Contractor agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of the Judicial Branch Unit.

Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring in the course of Contractor's performance of this Contract, without regard to where such act or omission occurs. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, without regard to where such act or omission occurs. Contractor shall bear the above stated liability, even in absence of its own negligence, unless the Judicial Branch Unit's actions caused the loss or damage (i.e., if regulation, but damage occurs, Contractor is responsible for such damages.) Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the Judicial Branch Unit to enforce this provision.

4.23 FAILURE TO PROVIDE SERVICES:

The Judicial Branch Unit reserves the right to have the services provided or goods supplied by persons or entities other than the Contractor, if the Contractor is unable to or fails to provide requested services or fails to supply the goods in accordance with the terms of the contract, or otherwise, within the specified time frame.

4.24 DELIVERY:

It shall be the Contractor's responsibility to meet the Judicial Branch Unit's delivery requirements, as called for in the Technical Specifications. The Judicial Branch Unit reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.25 PRICE REDUCTIONS:

By submitting a bid or proposal in response to this solicitation, Contractor's agree to guarantee that the Judicial Branch Unit is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer and notification not be made of price reductions, upon discovery the Judicial Branch Unit shall reserve the right to take any or all of the following actions:

4.25.1 Cancel the Contract, if it is currently in effect.

4.25.2 Determine the amount which the Judicial Branch Unit was overcharged and submit a request for payment from the Contractor for that amount.

4.25.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.26 CHANGES:

The Judicial Branch Unit may require non-material changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

4.27 EMPLOYEE RESPONSIBILITY

No responsibility will attach to a Judicial Branch Unit employee for the premature opening of a proposal not properly addressed and identified in accordance with the proposal documents.

4.28 COST OR PRICING DATA:

For purposes of Judicial Procurement Code, Section 7.01, and where applicable and not inconsistent with these rules the provisions of A.R.S. §41-2501 through §41-2591 Chapter 251, Laws of 1984, may be applied.

4.29 NON-AVAILABILITY OF FUNDS:

Every payment obligation of the Judicial Branch Unit under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Judicial Branch Unit at the end of the period for which funds are available. No liability shall accrue to the Judicial Branch Unit in the event this provision is exercised and the Judicial Branch shall not be obligated or liable for any future payment or for any damages as a result of termination, under this paragraph.

4.30 THIRD PARTY ANTITRUST VIOLATIONS

The Contractor assigns to the Judicial Branch Unit any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by the third parties to the Contractor toward fulfillment of this Contract.

4.31 APPLICABLE LAW:

This Contract shall be governed and interpreted by the laws of the State of Arizona, including the procurement rules for the Judicial Branch (Supreme Court of Arizona Administrative Rule 98-10 as amended by Administrative Rule 98-27).

4.32 ARBITRATION:

Disputes arising under this Contract shall be resolved in accordance with the procurement rules for the Judicial Branch Unit and are subject to arbitration only to the extent required by A.R.S. §12-1518.

4.33 STOP WORK ORDER

4.33.1 The Judicial Branch Unit may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

4.33.2 If a stop work order issued under this section is cancelled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

4.34 NON-DISCRIMINATION

The Contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

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WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☒ YES ☐ NO _____ %
REBATE (Payment shall be made within 48-hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO _____

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

S073914/B0603306

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN. ALL PRICING PROPOSED SHALL BE FIRM, FIXED PRICING FOR THE TERM OF THE CONTRACT.

PART I: LABOR RATES

Enter the labor categories applicable to this project, the staff to be assigned to this project in each labor category, and the corresponding labor rate (including overhead).

Labor Category	Staff Person	Hourly Labor Rate
Project Management	Amir Afzali	\$ 175
Technical Management	Steve Padilla	\$ 175
Senior System Engineer	Patrick Dennis	\$ 150
Senior System Engineer	Eric Lytle	\$ 150
Senior System Engineer	John Gentz	\$ 150
Senior System Engineer	Brad Grell	\$ 125
Senior System Engineer	Mark Garcia	\$ 125

NOTES: These rates are considered without inclusion of travel cost.

PART II: LABOR HOURS and COST

In the left hand column enter the tasks in your work plan.

The tasks must correspond to your work plan. In the column headings across the top of the table, enter the names or initials of the staff members to be assigned to this project. In the rows, enter the number of hours each staff member will be assigned to each task. Total the cost and the number of hours to the right. Add each column and enter the total in the bottom row.

TASK	Amir/Steve	Patrick Dennis	Eric Lytle	John Gentz	Mark/Brad	TOTAL HOURS	TOTAL COST
1. System Architecture Design Review	100	100	0	0	0	200	\$ 32,500
2. Planning and Logistics	15	25	0	0	0	40	\$ 6,375
4. Development / Test system set up	50	100	0	100	100	350	\$ 51,250
5. Analysis Documents Production	40	40	0	20	20	120	\$ 18,500
6. Workflow Analysis & Design & Install	40	50	0	50	60	200	\$ 29,500
TASK	Amir/Steve	Patrick Dennis	Eric Lytle	John Gentz	Mark/Brad	TOTAL HOURS	TOTAL COST

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6 7. Server Software Installation	20 20	60 60	100 100	0 0	80 80	40 40	60 60	200 200	300 300	\$ 29,500 \$ 29,500 45,000
7.8. Imaging Syst. Config. Consultation	20 20	40 40	0 0	40 40	20 20	120 120	 	 	 	\$ 18,000 \$ 18,000
8.9. Imaging System Configuration	10 10	20 20	0 0	30 30	40 40	100 100	 	 	 	\$ 14,250 \$ 14,250
9.10. Imaging System Installation	20 20	40 40	100 100	0 0	80 80	50 50	60 60	250 250	300 300	\$ 36,750 \$ 36,750 41,500
10 11. Scanning Stations Config and install (7)	20 20	40 40	0 0	40 40	60 60	160 160	 	 	 	\$ 23,000 \$ 23,000
11.12. Database Import	10 10	0 0	0 0	0 0	20 20	30 30	60 60	 	 	\$ 4,250 \$ 4,250
12.13. Testing and Quality Check	20 20	60 60	0 0	40 40	60 60	180 180	 	 	 	\$ 26,000 \$ 26,000
14.15. Training	20 20	0 0	0 0	20 20	60 60	100 100	 	 	 	\$ 14,000 \$ 14,000
15.16. Custom Software Development	20 20	 50	0 0	40 40	20 20	130 130	 	 	 	\$ 19,500 \$ 19,500
16.17. Public Access	30 30	40 40	0 0	0 0	0 0	70 70	 	 	 	\$ 11,250 \$ 11,250
17.18. System Acceptance Testing	80 80	100 100	20 20	50 50	50 50	300 300	 	 	 	\$ 45,750 \$ 45,750
TOTALS:	515 515	580 580	825 825	840 840	20 20	590 590	560 560	600 600	550 550	2,550 2,550 2,540 2,540
										\$ 380,375 \$ 380,375 376,750

NOTES:

Note 1. All the Tasks listed above match exactly with the ones listed in the table shown in Task 11, Section II.2, Pages 76-78.

Note 2. WIC project manager has made Erid Lytle available to help out in all possible upcoming issues.

PART III: SOFTWARE COSTS

In the tables below enter the proposal price and other information required for each separately priced software package. You may propose more than one pricing option for the software products – per unit and/or enterprisewide licensing. Fill in Table III-1 if you propose a per unit cost basis. Fill in table III-2 if you are if you are proposing enterprisewide licenses for any software products. Include all proposed software packages in each table (so that the total at the bottom right-hand column adds to the total software price for option 1 or 2). You need not offer all packages as enterprisewide licensing to offer option 2.) Indicate the product's cost basis (for example: per seat for named users; per seat for concurrent users from 1- 200; per server, enterprisewide or other description of unit pricing), the estimated number of licenses required for COSC, the price per cost unit and the total extended cost of the software. Add the last column for atotal software cost cost of the software. Add the last co

TABLE III-1: OPTION 1 PRICING - PER UNIT COSTS

Product Name	Product Description	Cost Basis	Number of Licenses Proposed	Price Per Unit	Total Software Cost
Capture Software					
Kofax Capture Software:	Attached	Attached	Attached	Attached	\$ 107,778.50 \$ 99,478.50 \$ 98,762.50 59,370.80
OnBase Software:	Attached	Attached	Attached	Attached	\$ 219,610.00
RightFax Software	Attached	Attached	Attached	Attached	\$ 3,790.00
OTG DX	Attached	Attached	Attached	Attached	\$ 40,597.60 \$ 20,998.80
MS WIN2k + SQL	Attached	Attached	Attached	Attached	\$ 19,820.00

Subtotal: **\$ 231,515.00**

Software Cost Grand Total: **\$ 391,596.10** ~~\$ 383,296.10~~ ~~\$ 362,981.30~~ ~~\$ 290,885.80~~

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TABLE III-2: OPTION 2 – ENTERPRISEWIDE LICENSING

Product Name	Product Description	Cost Basis	Number of Licenses Proposed	Price Per Unit	Total Software Cost
OnBase Concurrent Client (Full and Thin)		Enterprise	up to 500	\$ 400.00	\$ 200,000.00
OnBase Concurrent Workflow:			Up to 500	\$ 400.00	\$ 200,000.00
Kofax Capture					\$ 59,370.80
RightFax Software	Attached	Attached	1	Attached	\$ 3,790.00
DX Software	Attached	Attached	1	Attached	\$ 20,999.00
MS Win2K + SQL	Attached	Attached	Attached	Attached	\$ 19,820.00
TOTAL:					\$ 503,980.00 \$ 459,371.00

NOTES:

1. For details on Kofax and Hyland Software Component pricing please see the attached list.
2. **The Tiered-Enterprise pricing option is valid until June 2003.**
2. ~~The enterprise pricing applies ONLY to concurrent licenses for Client retrieval and workflow.~~
3. The option for 1000 seat is: **valid until June 2003** each seat @ \$350 for client and workflow seats, I.e., the 1,000 seat licensing for client and workflow including Kofax would be: \$810,653.00

TABLE III-2: OPTION 2 – ENTERPRISEWIDE LICENSING

Product Name	Product Description	Cost Basis	Number of Licenses Proposed	Price Per Unit	Total Software Cost
OnBase Concurrent Client (Full and Thin)		Enterprise	1,000	\$350.00	\$ 350,000.00
OnBase Concurrent Workflow:			1,000	\$350.00	\$ 350,000.00
Kofax Capture					\$ 59,371.00 \$ 110,653.00
DX Software					\$ 20,999.00
RightFax					\$ 3,790.00
MS Win2K + SQL					\$ 19,820.00
TOTAL:					\$ 803,980.00 \$ 810,653.00

WIC description of different options and recommendation is attached at the **beginning of Appendix E.** ~~end of price sheets.~~

PART IV: SOFTWARE WARRANTY COSTS

In the tables below, enter the cost of warranty support for the type of support included in your proposal for each of the first 5 years separately by year. Use Table IV-1 for Option 1 - Per Unit Cost and Table IV-2: Option 2 - Enterprisewide Licensing. Be sure to list all software products included in your proposal. The cost basis is the manner of figuring the warranty cost such as a percentage of the license cost or a fixed cost per license, etc. Total the warranty cost at the bottom of the last column. If warranty is included in the purchase price of the software, please indicate that below. (Insert additional lines as needed)

NOTES:

During the warranty period, first 90 days, all issues on the installed system will be resolved **free of charge to COSC.**

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PART V: SOFTWARE MAINTENANCE COSTS

In the tables below, enter the cost of maintenance support for the type of support included in your proposal for each of the first 5 years, separately by year. Use Table V-1 for Option 1 - Per Unit Cost and Table V-2: Option 2 - Enterprisewide Licensing. Be sure to list all software products included in your proposal. The cost basis is the manner of figuring the maintenance cost such as a percentage of the license cost or a fixed cost per license, etc. Total the maintenance cost at the bottom of the last column. If the maintenance cost is included in the purchase price of the software or the warranty price, please indicate that below.

TABLE V-1: OPTION 1 - PER UNIT COST

Warranty Support Package Name	Software Products Covered	Year	Cost Basis	Total Warranty Cost
OnBase Software Maintenance	OnBase	1	\$ 48,397.50	\$ 48,397.50 \$ 34,727.25
	OnBase	2	\$ 53,237.25	\$ 53,237.25 \$ 38,199.98
	OnBase	3	\$ 58,560.98	\$ 58,560.98 \$ 42,019.98
	OnBase	4	\$ 64,417.07	\$ 64,417.07 \$ 46,211.98
	OnBase	5	\$ 70,858.78	\$ 70,858.78 \$ 50,844.00
Kofax Capture Software (one time)	Kofax	N/A	\$ 3,121.00	\$ 3,156.80 \$ 3,121.00 \$ 2,968.54
RightFax Software	RightFax	1	\$ 1,045.00	\$ 1,045.00
		2	\$ 1,150.00	\$ 1,150.00
		3	\$ 1,264.00	\$ 1,264.00
		4	\$ 1,391.00	\$ 1,391.00
		5	\$ 1,530.00	\$ 1,530.00
Level I + Level K(3,040+5,699.81) + Cluster License (949.81) Level H + Level J (2,090 + 5,101.1)	OTG DX	1		\$ 9,689.62 7,191.00
		2		7,910.00
		3		8,701.00
		4		9,571.00
		5		10,528.00
MS Software Modules				Included.
TOTAL:				\$ 351,409.11 \$348,874.79 \$ 214,981.73

TABLE V-2: OPTION 2 – ENTERPRISEWIDE LICENSING

Warranty Support Package Name	Software Products Covered	Year	Cost Basis	Total Warranty Cost
OnBase Enterprisewide Software Maintenance	Client/Workflow	1		\$ 88,397.26 \$ 60,000.00
		2		\$ 97,237.00 \$ 66,000.00
		3		\$ 106,960.69 \$ 72,600.00
		4		\$ 117,656.76 \$ 79,860.00
		5		\$129,422.44 \$ 87,846.00
Warranty Support Package Name	Software Products	Year	Cost Basis	Total Warranty Cost

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	Covered			
Kofax Capture Software (one time)	Same as above			\$ 2,968.54
RightFax	Same as above			
DX Software	Same as above			
MS Modules				included
TOTAL:				\$ 593,077.36 \$ 369,274.54

NOTES:

The above figures will be used to develop full life cycle of the proposed system.

PART VI: SUPPORT COSTS

In the table below, enter the cost of support costs for the type of support included in your proposal for each of the first 5 years, separately by year. Use Table VI-1 for Option 1 - Per Unit Cost and Table VI-2: Option 2 - Enterprisewide Licensing. Be sure to list all software products included in your proposal. The cost basis is the manner of figuring the support cost, such as an hourly rate for telephone support or an on-site rate. The Cost Per Unit is the hourly or other rate for the type of "units" listed in the cost basis column. If the support cost is included in the purchase price of the software, the warranty price or the maintenance price, please indicate that below.

TABLE VI-1: OPTION 1 - PER UNIT COST

Warranty Support Package Name	Software Products Covered	Year	Cost Basis	COST PER UNIT
Block of Engineering Hour 250 500-hr	OnBase, Kofax, DX RightFax	1	150 140-hr	\$ 70,000.00 \$ 37,500.00
TOTAL:				\$ 70,000.00 \$ 37,500.00

TABLE VI-1: OPTION 2 – ENTERPRISEWIDE LICENSING

Warranty Support Package Name	Software Products Covered	Year	Cost Basis	COST PER UNIT
Block of Support Hours 500-hr block	OnBase, Kofax, DX	1	140-hr	\$ 70,000.00
TOTAL:				\$ 70,000.00

NOTES:

Option 1 (new): COSC will pay \$190 / hour for on-site support. Every onsite call would be a minimum of four (4) hour charge. With every call, two (2) hours of travel would be added.

Option 2 (option 1 in BAFO document): COSC purchases a block of pre-paid engineering hours: 100,500 or 1000 hours.

100-hr block: \$165/hr. \$16,500
 250-hr block: \$150/hr. \$37,500
 500-hr block: \$140/hr. \$70,000
 1000-hr block: \$125/hr. \$125,000

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Every call is at least 4 hours.

With every call, there is a 2-hr travel charge.

COSC will receive a monthly statement as to the work done every month and the balance of hours remaining.

Option 3 (Option 2 in BAFO document):

COSC will purchase annual on-site support call at 12% (about \$160K) of the entire contract cost, WIC will place a full-time senior staff at COSC site to respond to all trouble calls and perform preventive maintenance. More resources will be available if need be.

There will be no travel charge or any other charges.

The duties of the on-site staff member is described on Pages 49 – 50 of the BAFO document.

Option 1: On-site Support of Licenses purchased by purchasing block of engineering support hours We recommend a 250-hr Engineering Block at \$150/hr for on-site support after SAT for Option 1. WIC will charge a minimum of 6 hours per on-site visit. COSC will purchase additional hours once the first block runs out.

Option 1: On-site support of Enterprise wide Licensing

We recommend a 500-hr Engineering Block at \$140/hr for on-site support after SAT for Option 2. WIC will charge a minimum of 6 hours per on-site visit. COSC will purchase additional hours once the first block runs out.

Option 2: On-site support of the install by purchasing annual on-site support contract

WIC also provides the option of supporting the entire system during the first year on either option at 12% of the cost of project.

PART VII: HARDWARE COSTS

List the required information for all hardware components for the Phase I EDMS system. Tier 1 vendors are required for all components.

Item Name/Discription	Manufacturer	Quantity	Price Per Unit	Total Price
Scanners:	Bell & Howell	7	\$ 20,995.00	\$ 146,965.00
	Fujitsu		\$ 17,246.25	\$ 120,724.00
	B & H 2020	1	\$ 7,996.00	\$ 7,996.00
Subtotal:				\$ 69,614.75
Storage Jukeboxes Hardware: Subsystem	Plasmon	Attached	Attached	\$ 107,184.96
				\$ 73,912.00
Kofax Hardware: Subtotal:	Kofax	7	Attached	\$ 17,671.00
				\$ 98,542.75
	Kofax 850V IP	1	Attached	\$ 1,356.00
Kofax VRS upgrade for Fujitsu 4099	Kofax	2	\$ 3,495.00	\$ 6,990.00
Servers & ScanWorkstations	DELL	10 8 7	\$ 2,205.00	\$ 22,050.00
				\$ 17,640.00
				\$ 15,435.00
SCSI Cables for Scanners		7	\$ 240.00	\$ 1,680.00
SCSI Cables for Jukebox		2	\$ 70.00	\$ 150.00
SCSI-Fiber Channel Bridge	Chapparal	1	\$ 8,000.00	\$ 8,000.00
Clustered Servers:				
Database Server	DELL	2	\$ 19,179.00	\$ 38,358.00
				\$ 29,128.00
Storage Server	DELL	2	\$ 17,902.00	\$ 35,804.00
				\$ 21,008.00
OnBase Web Server	DELL	2	\$ 17,902.00	\$ 35,804.00
				\$ 14,121.00
Kofax ACIS/Web Validation Server	DELL	2	\$ 17,902.00	\$ 35,804.00
				\$ 26,007.00
Subtotal:				\$ 90,264.00
SAN Back up solution:	Dell	6	Attached	\$ 84,599.80
Print Servers	Dell	2	\$ 2,010.00	\$ 4,020.00
Scan WorkStations				
	DELL	7	\$ 2,205.00	\$ 15,435.00
Hardware Cost Grand Total:				\$535,032.76
				\$462,131.19 \$ 273,856.50

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PART VIII: HARDWARE WARRANTY COSTS

In the table below, enter the cost of warranty support for the type of support included in your proposal for each of the first 5 years, separately by year. Be sure to list all products included in your proposal, by year. Be sure to list all products included in your proposal. The cost basis is the manner of figuring the warranty cost such as a percentage of the purchase cost or a fixed cost per unit, etc. Total the warranty cost at the bottom of the last column. If warranty is included in the purchase price for a certain period, please indicate the length of the covered period (90 days, 12 months, etc.) under the "Year" column.

Warranty Support Package Name	Software Products Covered	Year	Cost Basis	Total Warranty Cost
Scanning hardware	Bell & Howell	1	10%	\$ 16,116.40
	Fujitsu			\$ 12,072.40
		2	11%	\$ 13,279.64
		3	12.10%	\$ 14,607.60
		4	13.31%	\$ 16,068.36
		5	14.64%	\$ 17,675.20
Jukeboxes (3632 5327+ 3398 = 8725) 7030)	Plasmon	1	8,725	\$ 8,725.00
			7,030	\$ 7,030.00
		2		\$ 7,733.00
		3		\$ 8,506.30
		4		\$ 9,356.93
		5		\$ 10,292.62
Kofax Hardware Boards:	Kofax	One-time	5.00%	\$ 883.54
Servers & Scan Workstations	Dell	1		included
				\$ 10,869.90
		2		included
		3		included
		4	10%	\$ 1,543.50
		5	11%	\$ 1,697.85
Print Servers	Dell	1		included
		2		included
		3		included
		4		\$ 402.00
		5		\$ 442.20
Clustered Servers	Dell	1		included
		2		included
		3		included
		4	10%	\$ 14,596.60
		5	11%	\$ 16,056.26
SAN Back up Solution	Dell	1		included
		2		included
		3		included
		4	10%	\$ 8,460.00
		5	11%	\$ 9,306.00
Maintenance Total for first 5 years:				\$ 175,749.01
TOTAL:				\$ 170,010.01
				\$ 31,263.00

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PART IX: TOTAL PHASE I COSTS (FIRST YEAR)

Please enter the total costs from the appropriate tables above into the tables below. Use Table X-1 for Option 1 that includes per unit software pricing. Use Table IX-2 for Option 2 –Enterprisewide Licensing (if offered).

TABLE IX-1: OPTION 1 – PER UNIT SOFTWARE PRICE

COST ITEM	PRICE			
Labor Cost (Total)	\$ 380,375.00			\$ 376,750.00
Software Cost (Total)	\$ 391,596.10	\$ 383,296.10	\$ 362,981.00	\$ 290,886.00
Software Warranty (Year 1)	Included			
Software Maintenance (Year 1)	\$ 62,289.32	\$ 59,755.00		\$ 37,696.00
Software Support (Year 1)	\$ 70,000.00	\$ 37,500.00		\$ 37,500.00
Hardware Cost (total)	\$ 616,553.76	\$ 535,032.76	\$ 462,131.00	\$ 273,857.00
Hardware Warranty (Year 1)	\$ 25,725.00	\$ 19,986.00		\$ 31,263.00
TOTAL	\$ 1,546,539.18	\$ 1,456,718.18	\$ 1,303,978.00	\$ 1,047,951.00

TABLE IX-2: OPTION 2 – ENTERPRISEWIDE LICENSING

COST ITEM	PRICE	
Labor Cost (Total)	\$ 430,375.00	\$ 426,750.00
Software Cost (Total)	\$ 503,980.00	\$ 459,371.00
Software Warranty (Year 1)	Included	
Software Maintenance (Year 1)	\$ 76,697.00	\$ 62,696.00
Software Support (Year 1)	\$ 70,000.00	\$ 70,000.00
Hardware (total)	\$ 462,131.00	\$ 273,857.00
Hardware Warranty (Year 1)	\$ 19,986.00	\$ 31,263.00
TOTAL	\$ 1,563,169.00	\$ 1,324,210.00

COST ITEM	PRICE		
Travel Cost	\$ 52,000.00	\$ 50,000.00	\$ 55,000.00
Performance Bond	\$ 35,000.00		\$ 50,000.00
TOTAL	\$ 87,000.00	\$ 85,000.00	\$ 105,000.00

Terms: Net 30

Federal Tax ID Number: 33-0541320

Vendor Number: 330541320

Telephone Number: 888/696-9283

Fax Number: 714/836-2388

Contact Person: Matt Vaezi (WIC)

E-Mail Address (REP): mvaezi@waveimaging.com

Company WEB Site: www.waveimaging.com

Contract Period: To cover the period ending September 30, 2006.